Presented under special appearance by: Violet A. Hooghkirk

C/o 772 Barnaby Place Wheeling, Illinois [60090] (847) 215-5244

# CLERK, U.S. DISTRICT COURT UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

Everett McKinley Dirksen Building, 219 South Dearborn Street, 20th floor, Chicago, Illinois 60604

VIOLET A. HOOGHKIRK Plaintiff in Error vs.	Circuit Court Cook County, Illinois First Judicial Circuit Case No. 05 Ch 19333
ABN AMRO MORTGAGE GROUP INC. et al. TOM GOLDSTEIN, individually	Appellate Court First Judicial District Case No. 06-3152
THOMAS ROSIELLO, individually CAROL L. TENYAK, individually TIM NUSS, individually	) Supreme Court of Illinois ) District Case No. 104542
COLLEEN RIDDELL, individually SHAUN, individually	) )
ELENA L. ENUSCU, individually BETH P. PONDER, individually	07CV6975
DAMIEN BAZAN, individually MERILYN ROGERS, individually ISOLENE B. JONES, individually	JUDGE CONLON MAG. JUDGE ASHMAN
LASALLE BANK N.A. NORM BOBBIN, individually	
JOHN PURTELL, individually MICHAEL JINGA, individually	) )
MARIE SHIFFMAN, individually CHELSEA COVE CONDOMINIUM ASSOC	) NOTICE OF FILING ) TO INCLUDE IN AND TO AUGMENT THE RECORD
DAVID CANTWELL, individually JEFFREYMEYERS, individually, Defendant(s) in Error,	) DECLARATION OF
Violet A. Hooghkirk, Secured Party/	) SECURED PARTY, WITH ) POINTS AND AUTHORITY
Aggrieved, Injured Party Petitioner by special Appearance	) AND STARE DECISIS
Petitioner,  ***********************************	) NOTICE OF STAY

VERIFIED COMPLAINT FOR VIOLATION OF IMPAIRMENT OF CONTRACTS BY DEFAULT, ASSENT AND TACIT PROCURATION AGREEMENT, AND VIOLATION OF CONSTITUTIONAL MANDATES AND UNALIENABLE RIGHTS

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### Presented by Violet Alberta Hooghkirk, Sovereign and Secured Aggrieved Party, Injured Party in Fact - Speaking on behalf of Plaintiff-in-Error.

Filed 12/12/200

Illinois state	)	
	) ss	Affidavit by Violet Alberta Hooghkirk
Cook county	)	

- I, Violet Alberta Hooghkirk, a women over the age of majority, whose character, mind, body, and spirit are Sovereign, as originally intended for the People on this great Land (see Spooner v. McConnell, et al, 1 McClean 337, (1838) 22 Fed. Cas. 939, 943;, being of sound mind, suo nominee and sui juris, and having firsthand knowledge of the facts and evidence stated herein, do hereby say under penaltics of perjury under the laws of the united States of America that what is stated herein is true and correct, materially complete, not misleading, and it is the truth, the whole truth, and nothing but the truth, so help me God. USC Title 28 > Part V > Chapter 115 > §1746 (1), IN FACT.
- Petitioner, who is unschooled in law, Petitioner Notices the UNITED 1. STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION to take Judicial Notice of the enunciation of principles stated in Haines v. Kerner, 404 U.S. 519 et al, wherein the court directed that those who are unschooled in law making complaints/pleading shall have the court look to the substance of the complaint rather than the form. See also William McNeil v. United States 113 S. Ct. 1980, 124 L. Ed. 2d 21, 61 U.S.L.W. 4468, and Ilughes v. Rowe et al. 449 U.S. 5, 101 S. Ct. 173, 66 L. Ed. 2d 163, 49 U.S.L.W. 3346, <u>IN FACT</u> and that;
- Petitioner requests that this Court would interpret Petitioner's evidence 2. fairly and in light of strict constitutional standards, forgiving any "inartful pleading," and not holding Petitioner to the same standard as a practicing attorney. See Balistrari v. Pacifica Police Department, 901 F.2d 696, 699; Ferdik v. Bonzelet, 963 F.2d 1258, 1260; Spannaus v. Federal Election Commission 990

- F.2d 643, 645; Securities & Exchange Commission v. Elliott, 953 F.2d 1560, 1582; Boag v. McDougall, 454 U.S. 364, 365, 70 L.Ed 2d 447, 99 S.Ct 1800, IN <u>FACT</u> and that;
- This presentment, and attached Prima facic evidence(s) is in an Affidavit 3. form to serve as Petitioner's testimony admissible without any extrinsic evidence of authenticity, Fed. R. of Evidence, Rule 902(8); and presented with reservation of all rights and without waiver of any of them, IN <u>FACT</u> and that;
- Petitioner presents this VERIFIED COMPLAINT FOR VIOLATION OF 4 IMPAIRMENT OF CONTRACTS BY DEFAULT, ASSENT AND TACIT PROCURATION AGREEMENT, AND VIOLATION OF CONSTITUTIONAL MANDATES AND UNALIENABLE RIGHTS, and states as follows: Opposing parties are hereinafter "Defendant(s) in Error," IN FACT.

#### BACKGROUND OF THE INSTANT CASE AND JURISDICTION OF THIS COURT

5. See attached Prima facic Evidence(s) "A-1" Notice of Removal to District Court of the United States, and Notice of Stay, dated November 26, 2007, and this Affidavit by Violet Alberta Hooghkirk. See "Jurisdiction of this Court" attached, IN FACT, and that;

#### NOTICE OF FILING FOR INCLUSION TO AND AUGMENTATION OF THE RECORD Declarations of relevant and material fact are as follows:

The documents attached as evidence with Points and Authority - Stare Decisis hereto regarding "Defendant(s) in Error" are hereby entered into the court file and record, <u>IN FACT</u>, and that;

See attached Prima facie Evidence(s) "B-1" (tendered) Bonded 1. Registered Bills of Exchange with attached instruction, Letter(s) of Advice, dated November 19, 2004, May, 25, 2005, January 17, 2006, February 13, 2006, January 29, 2007, and April 30, 2007, Illinois Attorney General, Consumer Fraud Bureau form, Lisa Madigan, dated March 31, 2007 (2), Defendant(s) in Error had seventy-two (72) hours to reject the Bill of Exchange and send it back to the Drawer (Petitioner) with full disclosure as to why it was rejected. Petitioner did not receive a rejected response with full disclosure from any of the <u>Defendant(s)</u> in Error who were in receipt of the Bills of Exchange within the required seventytwo (72) hours. Defendant(s) in Error, consequently are mandated under Hallenbeck v. Leimert, 295 US 116, 122 (1935), to now be held personally liable for the debts under the Erie and Clearfield Doctrines. The mortgage claims have been in fact discharged in their entirety since December 2004, Petitioner can no longer held liable for the debts under any obligations whatsoever. Petitioner has never received a rebuttal point-for-point, by and through <u>Defendant(s) in Error</u>, by their Tacit Procuration Agreement, and Stare Decisis, IN FACT and that;

- See attached Prima facie Evidence(s) "C-1" Points and Authority -2. Stare Decisis UCC Confirmatory Writing(s) to: ABM AMRO/Defendant, dated March 6, 2005 (fax), February 10, 2005, June 29, 2005, July 15, 2005, September 18, 2005, September 27, 2005, October 8, 2005 (in **Default**), September 19, 2005, January 13, 2006. January 12, 2006, March 4, 2006, August 29, 2006, September 9, 2006, LaSalle Bank NA/Defendant, dated December 2, 2005, and September 10, 2006, Chelsea Cove/Defendant, dated March 2, 2006, May 10, 2006, July 23, 2006, July 27, 2006, September 6, 2006, March 8, 2007, and May 29, 2007, Petitioner has never received a response or rebuttal point-for-point, by and through Defendant(s) in Error, by their Tacit Procuration Agreement, and Stare Decisis, IN FACT and that;
- See attached Prima facie Evidence(s) "D-1" legal procedure letter(s) 3. regarding Petitioner's UCC filings, Petitioner holds a prior, superior and perfected claim/lien, vested interest in private property, commonly known as and located at 772 Barnaby Place - Wheeling, Illinois [60090], dated May 24, 2005, August 30, 2005, October 20, 2005, December 9, 2005 (2), January 9, 2006 (2), January 4, 2006, May 5, 2007, and May 6, 2007. Petitioner has never received a response or

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rebuttal point-for-point, by and through Defendant(s) in Error, by their Tacit Procuration Agreement, IN FACT and that;

#### ACCORD AND SATISFACTION

See attached Prima facic Evidence(s) "E-1" Petitioner holds a perfected 4. Notarized AGREEMENT/ CONTRACT/ CHECKS/ DEFAULTS, County Filing(s), acknowledgment between parties <u>Defendant(s) in Error</u>, and Petitioner, County filings, dated September 8, 2006 (2), and September 1, 2006, Doc#0625149163, 625149162, and 0624455106, Petitioner has never received a response or rebuttal point-for-point, by and through <u>Defendant(s)</u> in <u>Error</u>, by their Tacit Procuration Agreement, thereby giving acknowledgment between Petitioner and Defendant(s) in Error as accord and satisfaction, and Stare *Decisis*, <u>IN FACT</u> and that;

#### TREASURY TAX AND LOAN (TT&L) PROCEDURE

5. See attached Prima facie Evidence(s) "F-1" Points and Authority - Stare Decisis Communication, dated March 7, 2007, a color "Document Flow Diagram," and attached communication from the "Department of the Treasury Financial Management Service" dated December 20, 2006. The Internal Revenue Service has its own bank account, called a "Treasury Tax and Loan Account," or (TTL), in every banking/financial institution that deals in *Federal Reserve Notes*. It has also been verified that IRS levies are effected from the "Special Procedures" Function Department (or Office)" via simple fax (Bill of Exchange) instructing the particular bank, savings and loan, credit union, brokerage house, etc., to debit the depositor's/taxpayer's account and credit the TTL. Petitioner has never received a response or rebuttal point-for-point, by and through Defendant(s) in Error, by their Tacit Procuration Agreement, and Stare Decisis IN FACT and that;

#### STATUS AND DISCLOSURE OF AFFIDAVIT OF MATERIAL FACTS

6. See attached Prima facie Evidence(s) "G-1" Perfected and Notarized Notice of Default and Assent, dated August 6, 2006 County Filing Doc#0621649071, Notarized Status and Disclosure of Affidavit of Material Facts, dated May 10, 2006, and Notarized Status and Disclosure of Affidavit of Material Facts, dated January 25, 2007. The following is Points and Authority -Stare Decisis, In a communication response from the Department of Treasury – Executive Secretary Office - La Tanya Y. Wilson, Review Analyst - Office of Correspondence, referenced a Bill of Exchange, and states in the relevant part -"Upon receipt of a Bill of Exchange document, our office is responsible for sending the document to the following office: INTERNAL REVENUE SERVICE 1111 Constitution Ave., NW, Rm 1120 - Washington DC," A copy of this is in the public record on file at the Circuit Court of Cook County, Illinois-Chancery Division as (Exhibit H-10) Case No 05 CH 19333. Petitioner has never received a response or rebuttal point-for-point, by and through Defendant(s) in Error, by their Tacit Procuration Agreement. See Webb v. Mount Sinai Hosp. and Medical Center of Chicago, Inc., 807 N.E.2d 1026 Ill.App.1.Dist., 2004,

"When the facts in an affidavit are uncontradicted, they must be taken as true, notwithstanding the existence of contrary unsupported allegations." Winsett v. Donaldson, 244 N.W. 2d 355 Mich. App., 1976,

"Statements of fact contained in affidavits which are not rebutted by opposing party's affidavit or pleadings may be accepted as true by trial court." Kugler v. Southmark Realty Partners III, 723 N.E.2d 710 III. App. 1. Dist., 1999,

"Courts must accept an affidavit as true if it is uncontradicted by counter affidavit or other evidentiary materials. Sup.Ct.Rules, Rule 191."

#### Refer to 3 Am. Jur. 2d Affidavits § 29-31III.App.2 Dist., 1987,

"Appellate Court had to take as true allegations of civil defendant in affidavit that particular attorney acted without authority in filing appearance on her behalf, where that allegation in affidavit was not rebutted by counter affidavit."

#### IMPAIRING THE OBLIGATION OF CONTRACTS AKA CONTRACT/JUDGMENT BY DEFAULT, et al

7. See attached Prima facie Evidence(s) "H-1" Notice of Default(s) and Assent, ABM AMRO/Defendant Defaults, dated September 4, 2005, November 7, 2005, February 26, 2006, February 27, 2006, March 13, 2006, and April 15, 2006, LaSalle Bank NA/Defendant **Defaults**, dated February 2, 2006, March 1,

2006, and March 15, 2006, Chelsea Cove/Defendant Defaults, dated February 15, 2006, February 20, 2006, April 11, 2006, and September 9, 2006, CONTRACT BY DEFAULT, et al: These are each a perfected Contract/Judgment by Defendant(s) in Error; through their Tacit Procuration Agreement, each Default is a STATUTE STAPLE, UCC CONFIRMATORY WRITING. Each Defendant(s) in Error is estopped by the "DOCTRINES OF ESTOPPEL" by "AGREEMENT/ CONTRACT" and by "ESTOPPEL BY ACQUIESCENCE" by and through Tacit Procuration and all associated documents as evidence that Petitioner, as Secured Party is the superior lien holder, and Stare Decisis, IN FACT and that;

#### MORTGAGE LOAN DOCUMENT AUDIT

See attached Prima facio Evidence(s) "I-1" a Communication sent to 8. Office of the Attorney General Lisa Madigan, and Auditor General William G. Holland of Illinois, dated February 4, 2007, File No: 2006-CONSC-00147651 Re: Mortgage Loan Document Audit showing 30 violations, dated January 10, 2007. See Pg 10 point 24 regarding UCC-1 LIEN reads in relevant part: "Lender (ABN AMRO, Defendant) failed to acquire a UCC -1 lien on the property as required and in contravention of Article 9 of the UCC," Petitioner has never received a response or rebuttal point-for-point, by and through Defendant(s) in Error, by their Tacit Procuration Agreement, and Stare Decisis IN FACT and that;

#### TREASURY DIRECTIVE 25-06

See attached Prima facie Evidence(s) "J-1" Notice of Default(s) and 9. Assent Re: Notice and Demand, In Accordance With Treasury Directive 25-06, dated July 12, 2006, and July 14, 2006, Petitioner has brought to the attentions, if the Defendant(s) in Error either cannot or are not willing to produce such records in the face of the evidence from the Petitioner that the Secretary of the Treasury acknowledged the documents (Bills of Exchange) without dishonor then it is clear Defendant(s) in Error, their position is contrary to that of the Secretary. See Davila vs. Shalala, 848 F Supp. 1141. <u>Title 18, Section 1001</u> of the Federal

Criminal Code prohibits anyone from knowingly presenting false records to the TDIB or into a Court (via Case No. 05 CH 19333) such as inaccurate or contradicted claims). The Code decrees a penalty of five (5) years in prison and a \$10,000 fine for each such offense against each claimant. Petitioner has never received a response or rebuttal point-for-point, by and through Defendant(s) in Error, by their Tacit Procuration Agreement, and Stare Decisis IN FACT and that;

#### THIRD PARTY INTERLOPERS

See attached Prima facie Evidence(s) "K-1" Notice of Default(s) and 10. Assent, dated October 28, 2005, February 1, 2006, February 25, 2006, December 9, 2005, March 14, 2006, February 3, 2006, Petitioner received a communication from Office of the Attorney General Lisa Madigan, dated January 10, 2006 (2005-CONSC-00139122), an Investigation and Disposition letter to Lisa Madigan dated January 5, 2006, Notice of Default(s) and Assent, dated April 17, 2007, April 18, 2007, May 23, 2007, May 22, 2007, July 28, 2006, September 8, 2006, October 15, 2007, Affidavit of Obligation dated Oct 15, 2007. Petitioner has never received any verified "Validation of Debts" pursuant to the Fair Debt Collection Practices Act at, 15 U.S.C., Sec. 1692(g)(4). All associated documents Petitioner has received, by Default and Assent by Tacit Procuration Agreement, have been in violation of Fair Debt Collection Practices Act pursuant to Title 15 U.S.C., Sec. 1692(e), which states, "false, deceptive, and misleading presentation, in connection with the collection of any debt" includes the false representation of the character or legal status of any debt. It further identifies as a deceptive practice any threat to take any action which cannot be legally taken. Petitioner has never received a response or rebuttal point-for-point, by and through Third Party Interlopers Tacit Procuration Agreement, and Stare Decisis, IN FACT and that;

#### <u>ACOUNTING AND TRUE BILL AND NOTICE OF PRIOR,</u> SUPERIOR AND PERFECTED CLAIM/LIEN, VESTED INTEREST

11. See attached Prima facie Evidence(s) "L-1" this is the most current of 17 itemizations of the Accounting and True Bill, dated November 6, 2007, October 15 2007, and March 23, 2007 with Certificate of Publication attached, dated March 19, 2007, Notice of Defaults and Assent, dated November 27, 2005, May 16, 2006, and June 5, 2007, Pctitioner has never received a response or rebuttal point-for-point, by and through Desendant(s) in Error, by their Tacit Procuration Agreement, and Stare Decisis, IN FACT and that;

#### POINTS AND AUTHORITY AND STARE DECISIS

- See "Points and Authority Stare Decisis," attached, and see "Notarized 13. Affidavit of Truth," attached dated December 5, 2007, IN FACT, and that;
- No immunity, whether Absolute or Limited, is protective in any acts of 14. Bad Faith against, VIOLET A. HOOGHKIRK, Petitioner in error, and that Am Jur 2nd, Volume 17 (A) Clause #298 applies. NO IMMUNITIES WILL PROTECT A PERSON(S) WHO ACTS IN BAD FAITH. Defendant(s) in Error, including but not limited to Third Party Interlopers, have unilaterally created unsupported, commercial documents to deprive Petitioner, Sovereign and Secured Aggrieved, Injured Party of property by a fraudulent presumption of pledge, via Circuit Court of Cook County ORIGINAL - CIVIL alleged Case No. 05 CH 19333, OF ILLINOIS COUNTY DEPARTMENT - CHANCERY DIVISION, and now with alleged Case No. 07 M1 727152, <u>IN FACT</u>.

#### JURISDICTION OVER PROPERTY

Establishing Jurisdiction over Property. Property located within a state 15. serves as a sufficient basis for jurisdiction in in rem or quasi in rem actions to determine interest in that property or actions where the property is the source of the underlying controversy between Petitioner and Respondents (and Third Party Interloper's). See [Shaffer v. Heitner (1977) 433 US 186, 207-208, 97 S Ct 2569, 53 L Ed2d 683]. Property-based jurisdiction is subject to the same constitutional due process standards that govern personal jurisdiction. The facts clearly show a

constitutionally sufficient relationship among the defendant, the forum and the litigation. [Shaffer v. Heitner (1977) 433 US 186, 201, 97 S Ct 2569, 53 L Ed2d 6830.

#### "Standing represents a jurisdictional requirement..." 16.

National Organization for Women, Inc., v. Scheidler, 510 U.S. 249.

"The requirement of standing, however, has a core component derived directly from the Constitution. A plaintiff must allege personal injury fairly traccable to the defendant's allegedly unlawful conduct and [emphasis added] likely to be redressed by the requested relief."

Allen v. Wright, 468 U.S. 737, 751 (1984)

"The duty of this court, as of every judicial tribunal, is limited to determining rights of persons or of property, which are actually controverted in the particular case before it." [emphasis added]

Tyler v. Judges of the Court of Registration, 179 U.S. 405 Standing also requires injury.

"Like the prudential component, the constitutional component of standing doctrine incorporates concepts concededly not susceptible of precise definition. The injury alleged must be, for example, " ' distinct and palpable," "Gladstone, Realtors v. Village of Bellwood, 441 U.S. 91, 100 (1979) (quoting Warth v. Seldin, supra, at 501), and not "abstract" or "conjectural" or "hypothetical," Los Angeles v. Lyons, 461 U.S. 95, 101-102 (1983); O'Shea v. Littleton, 414 U.S. 488, 494 (1974). The injury must be "fairly" traceable to the challenged action, and relief from the injury must be "likely" to follow from a favorable decision." [emphasis added]

Allen v. Wright, 468 U.S. 737, 751 (1984)

"The plaintiff must show that he himself is injured by the challenged action of the defendant. The injury may be indirect, see *United States v.* SCRAP, 412 U.S. 669, 688, 93 S.Ct. 2405, 2416, 37 L.Ed.2d 254 (1973), but the complaint must indicate that the injury is indeed fairly traceable to the defendant's acts or omissions. Simon v. Eastern Ky. Welfare Rights Org., 426 U.S. 26, 41-42, 96 S.Ct. 1917, 1925-1926, 48 L.Ed2d 450 (1976); O'Shea v. Littleton, 414 U.S. 488, 498, 94 S.Ct. 669, 677, 38 L.Ed2d 674 (1974); Linda R.S. v. Richard D., 410 U.S. 614, 617, 93 S.Ct. 1146, 1148, 35 L.Ed2d 536 (1973)."

Vil. of Arlingron IIts. V. Metro Housing Dev., 429 U.S. 252, 262.

[emphasis added]

#### And requires a corpus delecti.

"Component parts of every crime are the occurrence of a specific kind of injury or loss, somebody's criminality as source of the loss, and the accused's identity as the door of the crime; the first two elements are what [emphasis added] constitutes concept of "corpus delecti."

U.S. v. Shunk, 881 F.2d 917, 919 C.A. 10 (Utah).

"The corpus delecti of a crime consists of two elements: (1) the fact of the injury or loss or harm, and (2) the existence of a criminal agency as its cause [citations omitted] there must be sufficient proof of both elements of the corpus delecti beyond a reasonable doubt." [emphasis 29A American Jurisprudence Second Ed., Evidence § 1476. addcd]

None of the foregoing is present in documents presented by <u>Defendant(s) in</u> Error in the lower courts in this matter.

#### LEGISLATION REPUGNANT TO THE CONSTITUTION IS NULL AND VOID

It is indisputable that governments were established by the People through 17. the original organic Constitutions, Federal and State, with intent that all governments serve to protect the Life, Liberty and Property of the People from being violated by anyone, including governments and members of the legal profession. Federal and State laws and ordinances that are not compliant with the Constitution for the united States of America (the Supreme Law of the Land, Article VI) are null and void.

"All laws which are repugnant to the Constitution are null and void."

Marbury v. Madison, 5 U.S. (2 Cranch) 137, 174, 176,(1803)

"Where rights secured by the Constitution are involved, there can be no rule making or legislation which would abrogate them."

<u>Miranda v. Arizona</u> 384 US 436, 491.

"An unconstitutional act is not law; it confers no rights; it imposes no duties; affords no protection; it creates no office; it is in legal contemplation, as inoperative as though it had never been passed."

Norton v. Shelby County, 118 US 425, 442.(1886)

[emphasis added]

"No one is bound to obey an unconstitutional law and no courts are bound 16 Am .lur 2d, Sec. 177, late 2d, Sec 256. to enforce it."

It is a maxim of law that members of Federal and State agencies who take 18. oaths of office are required to see that constitutional restrictions placed upon governmental entities and activities are not violated in the performance of their duties of office. Where they do otherwise they act outside their office and perjure their oaths; conduct for which they would no longer be entitled to the benefits of office, including salary and pension, and could be subject to a quo warranto proceeding.

#### VIOLATION OF RIGHTS

The U.S. Supreme Court has ruled it is the duty for the courts to see that 19. legislation at all levels does not violate constitutional restrictions, and to supervisc the conduct of administrative agencies to assure that unalienable rights are not violated by arbitrary actions.

"The established doctrine is that this liberty may not be interfered with, under the guisc of protecting the public interest, by legislative action which is arbitrary or without reasonable relation to some purpose within the competency of the state to effect. **Determination by the Legislature** of what constitutes proper exercise of police power is not final or conclusive but is subject to supervision by the courts. <u>Lawton v. Steele</u>, 152 U.S. 133, 137, 14 S.Sup Ct. 499."

Meyer v. State of Nebraska, 262 U.S. 390, 399-400 (1923) To do otherwise would evidence intent to permit government agencies to use a presumption of official right to commit crimes of violence against the People.

violent crime. A crime that has as an element the use, attempted use, threatened use, or substantial risk of use of physical force against the person or property of another. 18 USCA § 16. Also termed crime of Black's Law Dictionary, Seventh Edition (1999) violence.

#### CONCLUSION

- A Preponderance of Certified Evidence with Points Authority Stare 20. Decisis will demonstrate to the District Court and Defendant(s) in Error that Petitioner holds in due course the conclusive evidence/testimony perfected under Administrative Law that without a doubt or reservation, Pctitioner is the holder in due course of said property commonly known and located at 772 Barnaby Place, Wheeling, Illinois [60090], and
- Petitioner has indeed stated a claim upon which relief can be granted 21. within the numerous communications that have been received by the <u>Defendant(s)</u> in Error and served noticed via District Court Case No. 104542 via Appellate Court Case No. 06-3152, and via Circuit Court of Cook County ORIGINAL -CIVIL alleged Case No. 05 CH 19333, OF ILLINOIS COUNTY DEPARTMENT - CHANCERY DIVISION, upon which relief can be granted as evidenced on the commercial registry at the Illinois Secretary of State in the form of UCC 1 filings and amendments, and
- 22. The purpose and intent for instituting this action in Federal Court is to prevent individuals, lower court Defendant(s) in Error, and other entities from stepping outside their official capacities by performing acts repugnant to the authority provided by the Constitutions and, thus, cause further injury to Petitioner in the process Re: The forced possession and sale of the property commonly known as and located at 772 Barnaby Place, Wheeling, Illinois [60090]. The unlawful taking and attempted possession of this property by lower court <u>Defendant(s)</u> in Error must be stopped immediately since Petitioner, holds a prior and superior, perfected claim/lien, vested interest and is holder in due course of property. The property with unencumbered Title must be returned to Barnway Trust.

**Injury-in-fact.** If the unlawful demand for possession of the property alleged to be currently held by Chicago Title and Trust as successor Trustee to LaSalle Bank/Defendant in error, commonly known as and located at 772 Barnaby Place, Wheeling, Illinois 60090, is allowed to go forward the financial loss to Petitioner

will be insurmountable since the claim on the Property was tendered in full, in good faith. Petitioner has valuable belongings in the house including family heirlooms of inestimable value set aside for Petitioner's retirement years. Petitioner has owned this property since 1986 and the loss of it would affect Petitioner in a deep irreparable, personal and individual way. [Lujan v. Defenders] of Wildlife (1992) 504 US 555, 561, 112 S Ct 2130, 119 L Ed2d 351]. This injury is "distinct and palpable." [Whitmore v. Arkansas (1990) 495 US 149, 155-156, 110 S Ct 1717, 109 L Ed2d 135; Idao Conservation League v. Mumma (9th Cir. 1992) 956 F2d 1508, 1514]. The alleged final date for redemption passed over little under a one year ago, which is real and immediate, not conjectural or hypothetical. [Gratz v. Bollinger (2003) 539 US 244, 123 S Ct 2411, 156 L Ed2d 257; O'Shea v. Littleton (1974) 414 US 488, 494, 94 S Ct 669, 38 L Ed2d 674].

THEREFORE, Petitioner requests the UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION to:

- 23. Stipulate to and confirm that <u>Defendant(s)</u> in <u>Error</u> are mandated under Hallenbeck v. Leimert, 295 US 116, 122 (1935), to now be held personally liable for the tendered claim under the Erie and Clearfield Doctrines, since Petitioner has never received a rejected response or rebuttal point-for-point with full disclosure from any of the Defendant(s) in Error who were in receipt of the tender within the required seventy-two (72) hours as mandated under *Hallenbeck v*. Leimert, 295 US 116, 122 (1935), that the mortgage claims have been in fact discharged in their entirety since December 2004, Petitioner in fact can no longer be held liable for the debts under any obligations whatsoever, and
- 24. Stipulate to and confirm that the claims made by the <u>Defendant(s)</u> in Error, and presented to Petitioner are now discharged with tender in good faith under the *Good Faith Principal* as full satisfaction, in *accordance with law HJR*-192, and Public Law Chapter 48 at 112 and 73-10 of June 5, 1933 under



Administrative Law. Petitioner can no longer be liable for the claims by Defendant(s) in Error, and that;

Stipulate to and confirm that Defendant(s) in Error's twenty (20) or so 25. Certified Defaults a.k.a. "Contracts by Default," by and through Defendant(s) in Error, that their Tacit Procuration Agreements is in accordance with the "DOCTRINES OF ESTOPPEL" by "AGREEMENT/CONTRACT" and by "ESTOPPEL BY ACQUIESCENCE." That:

NOTICE of DEFAULT and SECOND NOTICE OF RIGHTS, et al, states in the relevant part regarding ABN AMRO, LaSalle Bank NA, and Chelsea Cove, Defendant(s) in Error - "all governmental officials to protect me, and mine in my peaceful exercise or enjoyment of my rights, privileges, privacy, immunities, etc., (cf. Title 18 USC 241 142; Title 42 USC, 1983, Bivins v. Officials and agents, 403 US 388 (1971), Dykes v. Hosemann, 743 F2d 1488, (11 CA Dec. 1984)," and "to restore the Secured Party to his/her former status," IN FACT.

> Respectfully submitted, By the Scal of.

ilet A. Hooohkuk Violet A. Hooghkirk, Trustee,

Secured Party - Creditor

Barnway Trust

C/o 772 Barnaby Place

Wheeling, Illinois [60090]

Ph: 847-215 - 5244

Bond #VAH040244 (Silver Surety Bond)

Pre-Paid - Preferred Stock Priority – Exempt from Levy

ACKNOWLEDGMENT

SUBSCRIBED TO AND CERTIFIED before me this // day of D. 2007, a Notary, that Violet A. Hooghkirk, personally appeared and is known to the to be the women whose mame subscribed to the within verified instrument and **ε**kπtowledged to/be the same.

Notary Public in and for said State;

My Commission expires,

"OFFICIAL SEAL" CORINA CASTANEDA Notary Public, State of Illinois My Commission Expires 2/10/2008

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ped Countracts by Default, Assent and Tacit Procuration Agreement, and Violation of Constitutional Mandates and Unalienable Rights.

#### JURISDICTION OF THIS COURT

This is a federal question. It is indisputable that the original organic Constitution for the United States of America, which does include the Bill of Rights (i.e., first ten Articles), is the Supreme Law of the Land (Article VI, second paragraph). By it and the Declaration of Independence, We the People declared our rights to be unalienable and established governments with purpose to see that these rights are secure from deprivation. Government administrative entities use of legislative and judicial fiat to extend powers over matters beyond the scope of the authority granted constitutes a fraud upon its creators - We the People. Federal courts have the power and duty to protect those who come before it relying upon constitutional rights; see <u>Stoll v. Gottlieb</u>, 305 U.S. 165, 171 (1938).

"The terms, 'sovereign power of a state' are often used, without any very definite idea of their meaning, and they are often misapplied....The sovereignty of a state **does not** reside in the persons who fill the different departments of its government; but in the people from whom the government emanated, and who may change it at their discretion. Sovereignty then, in this country, abides with the constituency and **not** with the agent. And this remark is true, both in reference to the federal and state governments."

[emphasis added]

Spooner v. McConnell, et al, 1 McClean 337, (1838) 22 Fed. Cas. 939, 943.

## POINTS AND AUTHORITIES - STARE DECISIS 1 (IN PARI MATERIA) 2

- Spooner v. McConnell, et al, 1 McClean 337, (1838) 22 Fed. Cas. 939, 943
- USC Title 28 > Part V > Chapter 115 > §1746 (1)
- *Haines v. Kerner*, 404 U.S. 519 et al
- William McNeil v. United States 113 S. Ct. 1980, 124 L. Ed. 2d 21, 61 U.S.L.W. 4468
- Hughes v. Rowe et al. 449 U.S. 5, 101 S. Ct. 173, 66 L. Ed. 2d 163, 49 U.S.L.W. 3346
- Balistrari v. Pacifica Police Department, 901 F.2d 696, 699
- *Ferdik v. Bonzelet*, 963 F.2d 1258, 1260
- Spannaus v. Federal Election Commission 990 F.2d 643, 645
- Securities & Exchange Commission v. Elliott, 953 F.2d 1560, 1582
- Boag y. McDougall, 454 U.S. 364, 365, 70 L.Ed 2d 447, 99 S.Ct 1800
- Fed. R. of Evidence, Rule 902(8)

#### NOTICE OF FILING FOR INCLUSION TO AND AUGMENTATION OF THE RECORD (IN PARI MATERIA)<sup>2</sup>

Related Points and Authorities including stare decisis supporting the use of Bills of Exchange as legal tender and negotiable instruments for discharge of private and public debt.

- Bankers Manual when requested. Petitioner has in her possession a Banker's compiled Manual "A Banker's Guide to Processing the Bonded Registered Bill of Exchange" in processing the Bills of Exchange under administrative law. This is described in an Eleven (11) step, 6-page process titled SPECIAL BANKING SERVICES. Petitioner has repeatedly offered assistance to Defendants in error.
- 73<sup>rd</sup> Congressional Session Chs 48, 49
- United Tobacco Warehouse vs. Wells 490 SW 2d 152 (1973)
- UCC Section 9333(a), CCP 488.010, CCP 153 subparagraph 3, Sec. 1106(1)
- California Bank Code 484(a)
- Public Policy HJR 192

<sup>&</sup>lt;sup>1</sup> Stare Decisis, n. [Latin "to stand by things decided"] the doctrine of precedent. Black's Law Dictionary 7th Ed. -- 2000

<sup>&</sup>lt;sup>2</sup>In Pari Materia – Upon the same matter or subject. Statutes in pari materia are to be construed together - Bouvier's Law Dictionary, 1856.

- Guaranty Trust of New York vs. Henwood, et al 59 S CT 847 (1933) FN3 NOS 384, 485
- Public Law 73-10 as codified in the Henwood case
- USC Title 12, Section 95(A)(1)(a) Section 411
- The Foreign Sovereign Immunity Act
- Commercial Federal Banking Codes Regulation J, Section 210.2(k)
- Witkin Negotiable Instruments, Vol. III and Supplements
- UCC Article III and Supplements
- Spencer vs. Sterling Bank 63 Cal Ap 4<sup>th</sup> 1055
- UCC 3-103, 3-104(e), 3-603 and 604
- Johnson vs. So. California Edison Co. (2002)
- Internal Revenue Code
- Internal Revenue Code Vol. III 2002 6311(b)(c) d (1)(d)(2)
- Internal Revenue Code Subsection 6311 Publication (b)1 98-469
- Internal Revenue Regulation 2002 Reg Sec. 403.58 (acceptable forms of payment)
- Bank One vs. Ward, Fugate et al, 7th Judicial Circuit Court, Florida Div. 31; Case No. 2001-31518 Ci Ci Subsection (b)(2)
- <u>United /State vs. Loran Troescher</u>, US District Court, Central District of California -Judge Steven V. Wilson Case No. 93-5736 (1993) Court Order filed December 1997
- The Consolidate Annual Financial Report (CAFR) Bureau
- Bureau of Engraving has acknowledged along with CAFR documents verifying that Federal Reserve Notes are Bonded Instruments backed by Certificates of Live Birth; The same Bond Serial Numbers that appear on each FRN are found on the back of Certificates of Live Birth and Social Security Cards.
- USC Title 15, Section 1666 1; Section 170 Truth in Lending
- Congressional Record Vol. 123, pages 633-635 (1975)
- <u>Diversified Metal Products vs. T-Bow Company Trust, IRS, et al USDC 93-405-E-FJL -</u> Justice Department Answer by DOJ attorneys Betty Richardson and Richard Ward.
- UCC cites on Collection Witkin Negotiable Instruments, Vol. III, pages 326-354 and pages 355-399.
- USC Title 12, Section 630,343,342,85,1831d, 373

- California Financial Code Sections 3350-3369, 3500-3548, 14750-14768, 1220-1239, 5100-5124, 16430-16431
- New York State Consolidated Laws Article XIII-B, Section 6409.III
- Revised Code of Washington RCW 4.16.270, 484.050, RCW 30.08.140, RCW 5.52.040, RCW 30.08.150, RCW 30.42.120, RCW 31.45.070, RCW 32.05.140, RCW 32.20, RCW 48.11.080, RCW 33.12.010, RCW 32.20.220
- Hallenbeck vs. Leimert, 295 US 116 (1935)
- Hopp vs. Chow, California Superior Court Case No. SVC 39732 (2002)
- <u>United States vs. Jerry Williamson</u> W91-CR-38(6)
- UCC 9406 Discharge of Obligation
- Numerous "Accepted for Value" references with the Office of Management and Budget, Office of the Comptroller of the Currency and the Department of the Treasury Financial Management Service.
- 1. <u>Points</u> and Authority – Stare Decisis: The basis for this process is an obligation the United States has bound itself to, and provided statutory law supporting it. Since 1933, the United States has accepted these non-cash accrual exchanges as a matter of law and equity. Evidence that the public policies of House Joint Resolution 192 of 1933 (Public Law Chapter 48 at 112 and 73-10) are still in effect is also found in other public policy directives and in the Supreme Court decision Guarantee Trust Co. of New York v. Henwood et al. 59 S. Ct. 847 (1939). The basis for crediting a bank through the Bill of Exchange process from the equity in the UCC Contract Trust Account also relies on public policy necessitated as a remedy for the removal of gold and silver coinage. When such Negotiable Instruments are tendered through the Secretary of the Treasury without dishonor, subordinate public officials are placed in a position where they must legally acknowledge and accept the Secretary's authority and the validity of these Instruments. Those in responsible positions at banks cannot lawfully deny, dishonor, or delay the processing of such Negotiable Instruments that are properly submitted for a legitimate purpose. Such a UCC Contract Bonded Registered Bill of Exchange, not dishonored by the Secretary of the Treasury, constitutes valid legal tender. Observe that this process operates entirely under the purview of the Secretary of the Treasury and the Technical Support Division of the IRS. Neither the Bureau of Public Debt nor the United States Treasury itself is involved in any way or at any stage of this process. Therefore, Bank Alert Notices referring to the Bureau of Public Debt or the United States Treasury do not apply to this UCC Contract Trust Negotiable Instrument.

- Points and Authority Stare Decisis On August 30, 2002 in the case U.S. vs. 2. Jerry Williamson, W-91-CR-38(6) the USDC Waco, Texas Judge Walter S. Smith, Jr., granted full acceptance of the Bill of Exchange drawn on Williamson's UCC Contract Trust.
- Points and Authority Stare Decisis In December of last 2002 Judge Mark in a 3. U.S. Bankruptcy Court in Florida stated that the Bill of Exchange must be processed as instructed in the Letter of Advice. At that time Homecomings Financial's claim was dismissed and the judge declared they must process the document as instructed.  $\Lambda$ Florida state judge in July of 2002 year made a similar ruling dismissing an action by a mortgage lender (Bank One) attempting to sell real property in foreclosure. The judge noted the mortgage lender had received and must process the valid funds. Now another Florida Judge has issued a similar order. In September of 2002 a California judge ruled that the Bill of Exchange is to be treated the same as a check as documented in Witkin and the Negotiable Instrument Law.
- Points and Authority Stare Decisis The Federal Reserve System, Bank 4. Examiner's manuals, the Department of the Treasury approved manuals, Commercial Banking Codes including, but not limited to UCC 3-104(c), Witkin - Negotiable Instruments, Vol. 3, (including the 2001 Supplement) and Spencer v. Sterling Bank, 63 Cal Ap. 4th 1055 and Guaranty Trust Co. of NY v. Henwood et al, 59 S. Ct. 847. The fact is that a number of financial institutions now process these valid documents (Bills of Exchange).
- Points and Authority Stare Decisis U.S. Supreme Court decisions in Guaranty Trust Co. of New York v. Henwood et al, with Chemical Bank & Trust Co. v. Same, Nos. 384, 485 [307 U.S. 251],

"Analysis of the terms of the Resolution (FN3) discloses first, the Congress declared certain types of contractual provisions against public policy in terms so broad as to include then existing contracts, as well as those hereafter to be made [307 U.S. 252]. In addition, future use of such proscribed provisions was expressly prohibited, whether actually contained in an obligation payable in money of the United States or separately 'made with respect thereto.' proscription embraced 'every provision' purporting to give an obligee a right to require payment in (1) gold; (2) a particular kind of coin or currency of the United States money measured by gold or a particular kind of United States coin or currency."

"Having thus unmistakably stamped the illegality upon both outstanding and future contractual provisions designed to require payment by debtors in a frozen money value rather than in a dollar of legal tender current at date of payment, Congress-apparently to obviate any possible misunderstanding as to the breadth of its objective-added, with studied precision, a catchall second sentence sweeping 'every obligation', existing or future, 'payable in money of the United States,' irrespective [307 U.S. 253] of 'whether or not such provision is contained."

- <u>Diversified Metal Products vs. T-Bow Company Trust, IRS, et al</u> USDC 93-405-E-EJL Justice Department Answer by DOJ attorneys Betty Richardson and Richard Ward.

- United Tobacco Warehouse vs. Wells 490 SW 2d 152 (1973).
- Claim of Lien *UCC 9-334*.
- Bonded Registered Bill of Exchange in accord with HJR-192, Public Law 73-10 Re: Certified UCC Contract Trust (chargeback).
- Letter of Advice Hallenbeck v. Leimert 295 US 116, 122 (1935) Re: Maximum time for return of dishonored Bill of Exchange (72) hours
- Letter of Advice Erie and Clearfield Doctrines Re: Maximum time for return of dishonored Bill of Exchange (72) hours
- Silver Surety Bond 31 CFR Part 203, Re: Acceptable Collateral for the (TT&L) Program.

#### ACCORD AND SATISFACTION (IN PARI MATERIA)<sup>2</sup>

- Steven Koules vs. Euro-American Arbitrage, Inc. Second District No. 2-97-0145 (1998)
- MKL Pre-Press Electronics/MKL Computer Media Supplies, Inc vs. LA Crosse Litho Supply, LLC, No. 1-05-0786, In October of last 2005, in the Appellate court, Judgment affirmed opinion filed October 27. 2005 in the case MKL Pre-Press Flectronics/MKL Computer Media Supplies, Inc vs. LA Crosse Litho Supply, LLC, No. 1-05-0786, First District (4th Division) Judge Mary K. Rochford of the trial court "the circuit court granted defendant's motion pursuant to section <u>2-619</u> of the Code (<u>735 ILCS 5/2-619</u> (West 2002)), finding that the parties had reached an accord and satisfaction."
- Article 1, § 10, and including Clause 6 of the United States Constitution Re: Under the right to contract/Obligation of Contracts.

## TREASURY TAX AND LOAN (TT&L) PROCEDURE (IN PARI MATERIA)<sup>2</sup>

Point and Authority – Stare Decisis, The Internal Revenue Service has its own bank account, called a "Treasury Tax and Loan Account," or (TT&L), in every banking/financial institution that deals in Federal Reserve Notes. It has also been verified that IRS levies are effected from the "Special Procedures Function Department (or Office)" via simple (ax (Bill of Exchange) instructing the particular bank, savings and loan, credit union, brokerage house, etc., to debit the depositor's/taxpayer's account and credit the TTL. Petitioner has never received a response or rebuttal point-for-point, by and through Defendants in error, by their Tacit Procuration Agreement.

<u>Point and Authority - Stare Decisis</u>, Petitioner, has repeatedly offered assistance 7. to Defendants in error, with a Banker's compiled Manual "A Banker's Guide to Processing the Bonded Registered Bill of Exchange" in processing the Bills of Exchange under administrative law. This is described in an Eleven (11) step, 6-page process titled SPECIAL BANKING SERVICES: See page six (6) attached evidence of "Banker's Guide to handling customer's UCC Contract Trust Account Redemption documents."

#### STATUS AND DISCLOSURE OF AFFIDAVIT OF MATERIAL FACTS (IN PARI MATERIA)<sup>T</sup>

- United Tobacco Warehouse vs. Wells, 490 SW 2d 152 (1973) (Court of Appeal), Wherein the court stated the first to file "UCC" was ruled has priority even though it was not the first to perfect "within the county."
- Diversified Metal Products vs. T-Bow Company Trust, IRS, et al USDC 93-405-E-E.IL, Justice (1993) United States attorneys Betty Richardson and Richard word answer in claim the Court with the following response "The United States claims priority to the interpleaded fund in such amount remaining after satisfaction of the claims of competing claimants (UCC) to the fund who are entitled to priority over the United States"
- Webb v. Mount Sinai Hosp. and Medical Center of Chicago. Inc., 807 N.E.2d 1026 Ill.App.1.Dist., 2004, "When the facts in an affidavit are uncontradicted, they must be taken as true, notwithstanding the existence of contrary unsupported allegations."
- Winsett v. Donaldson, 244 N.W. 2d 355 Mich. App., 1976, "Statements of fact contained in affidavits which are not rebutted by opposing party's affidavit or pleadings may be accepted as true by trial court."
- Kugler v. Southmark Realty Partners III, 723 N.E.2d 710 Ill.App.1. Dist., 1999, "Courts must accept an affidavit as true if it is uncontradicted by counter affidavit or other evidentiary materials. Sup.Ct.Rules, Rule 191."
- Refer to 3 Am. Jur. 2d Affidavits § 29-31III. App.2 Dist., 1987, "Appellate Court had to take as true allegations of civil defendant in affidavit that particular attorney acted without authority in filing appearance on her behalf, where that allegation in affidavit was not rebutted by counter affidavit."
- 8. Points and Authority Stare <u>Decisis</u>, In a communication response from the Department of Treasury - Executive Secretary Office - La Tanya Y. Wilson, Review Analyst - Office of Correspondence, referenced a Bill of Exchange, and states in the relevant part — "Upon receipt of a **Bill of Exchange** document, our office is <u>responsible</u> for sending the document to the following office: INTERNAL REVENUE SERVICE -1111 Constitution Ave., NW, Rm 1120 Washington DC," A copy of this is in the public

record on file at the Circuit Court of Cook County, Illinois-Chancery Division as (Exhibit H-10).

#### IMPAIRING THE OBLIGATION OF CONTRACTS AKA CONTRACT/JUDGMENT BY DEFAULT, at al (IN PARI MATERIΛ)<sup>2</sup>

- Points and Authority Stare Decisis, Obligation of Contracts Article 1, Section 9. 10, Clause 6 of the Constitution says, "No State shall...pass any...Law impairing the Obligation of Contracts" under the right to contract in accordance with Article 1, § 10 of the united States Constitution, and D.C. Codes.
- Notice of Default and Assent. Defendants in error did not invoke Fifth and Sixth Amendment's of the Constitution for the United States of America, were under Public Law <u>Public Law 93-579</u>, <u>FOIA (5 USC 552)</u>, <u>PA (5USC 5</u>52a), and <u>U.C.C. 1-1</u>03.6.
- Notice of Default and Assent. Defendants in error have yield to Estoppel, Waiver fraud, etc. UCC 1-103, 1-103,6.
- Notice of Default and Assent. Pulliam v. Allen, 104 set. 1970, 1979) (cf. liability for personal damages).
- Notice of Default and Assent. All governmental officials to protect me, and mine in my peaceful exercise or enjoyment of my rights, privileges, privacy, immunities, etc <u>Title 18</u> USC 241, 142; Title 42 USC, 1983, Bivins v. Officials and agents, 403 US 388 (1971), *Dykes v. Hosemann*, 743 F2d 1488, (11 CA Dec. 1984).

## MORTGAGE LOAN DOCUMENT AUDIT (IN PARI MATERIA)<sup>2</sup>

10. Points and Authority - Stare Decisis, - See Prima facie evidence "I-1" Mortgage **Loan Document Audit** attached showing 30 violations, dated January 10, 2007.

### TREASURY DIRECTIVE 25-06 (IN PARI MATERIA)<sup>2</sup>

- Notice and Demand. In Accordance With <u>Treasury Directive 25-06</u>,
- *Davila vs. Shalala*, 848 F Supp. 1141.
- Title 18, Section 1001 of the Federal Criminal Code prohibits anyone from knowingly presenting false records to the TDIB or into a Court (via Case No. 05 CH 19333) such as inaccurate or contradicted claims). The Code decrees a penalty of five (5) years in prison and a \$10,000 fine for each such offense against each claimant.

### THIRD PARTY INTERLOPERS (IN PARI MATERIA)<sup>2</sup>

- Fair Debt Collection Practices Act, Pursuant at 15 U.S.C. Sec., 1601, 1692 et seq, Re: Timely Written Notice.
- Fair Debt Collection Practices Act, Pursuant at 15 U.S.C., Sec. 1692 (c), Re: false, deceptive, and misleading presentation.
- Fair Debt Collection Practices Act, Pursuant 15 U.S.C., Sec. 1692 (g)(4), Re: Validation of Debts.
- Am Jur 2nd, Volume 17 (A) Clause #298 applies. NO IMMUNITIES WILL PROTECT A PERSON(S) WHO ACTS IN BAD FAITIL

## JURISDICTION OVER PROPERTY (IN PARI MATERIA)<sup>2</sup>

- Shaffer v. Heitner (1977) 433 US 186, 207-208, 97 S Ct 2569, 53 L Ed2d 683.
- National Organization for Women, Inc., v. Scheidler, 510 U.S. 249.
- Allen v. Wright, 468 U.S. 737, 751 (1984)
- Tyler v. Judges of the Court of Registration, 179 U.S. 405
- Vil. of Arlingron Hts. V. Metro Housing Dev., 429 U.S. 252, 262.
- U.S. v. Shunk, 881 F.2d 917, 919 C.A. 10 (Utah).
- 29A American Jurisprudence Second Ed., Evidence § 1476.

#### LEGISLATION REPUGNANT TO THE CONSTITUTION IS NULL AND VOID (IN PARI MATERIA)<sup>2</sup>

- united States of America (the Supreme Law of the Land, Article VI) are null and void.
- Marbury v. Madison, 5 U.S. (2 Cranch) 137, 174, 176, (1803).
- *Miranda v. Arizona* 384 US 436, 491.
- Norton v. Shelby County, 118 US 425, 442.(1886)
- 16 Am Jur 2d, Sec. 177, late 2d, Sec 256. "No one is bound to obey an unconstitutional law and no courts are bound to enforce it."



- <u>Lawton v. Steele</u>, 152 U.S. 133, 137, 14 S.Sup Ct. 499.
- <u>Meyer v. State of Nebraska</u>, 262 U.S. 390, 399-400 (1923).
- <u>18 USCA § 16</u>. Also termed *crime of violence*. <u>Black's Law Dictionary</u>, Seventh Edition (1999).

### Case 1:07-cv-06975

### AFFIDAVIT of TRUTH (Additional Points and Authority - Stare Decisis)

State of Illinois	,	)
County of Cook		)

Re: The Impairment of Contracts

The Undersigned Affiant (Petitioner), Violet A. Hooghkirk – Secured, Aggrieved, Injured Party, hereinafter "Affiant" does solemnly swear, declare and state as follows:

- 1. Affiant is competent to state to the matters set forth herein.
- 2. Affiant has personal knowledge of the facts stated herein.
- 3. All the facts stated herein are true, correct, and complete, admissible as evidence, and if called upon as a witness, Affiant will testify to their veracity.

#### Plain Statement of Facts

- 4. Affiant has brought to the attention of <a href="Defendant(s">Defendant(s)</a> in error's awareness, that corporate ethical principles and adherence to regulations are being monitored by the Corporate Fraud Task Force (CFTF). Affiant (Petitioner) directed the issuer (Department of Justice) to prepare a full report with all details and evidence for presentment to Robert McCallum, of the CFTF set up by President George W. Bush, with all the pertinent facts, evidence, and documentation, exposing the <a href="Defendant(s">Defendant(s)</a> in error, and their actions. <a href="Defendant(s">Defendant(s)</a> in error, Respondent(s), are well acquainted with the details that their agency is required to provide under the Federal Truth in Lending Regulations. The issuer was entitled to full-disclosure in this matter within 24 hours. <a href="Defendant(s">Defendant(s)</a> in error have delayed and failed in their corporate responsibility as a fiduciary violating and damaging interests and rights of the issuer. These are actions upon which the President of the United States and Congress are focusing. CFTF is to monitor to see that such actions are to be accountable and those persons held fully responsible. Consequently prosecution and economic punishment can follow, <a href="INFACT">INFACT</a> and that;
- 5. Affiant has demonstrated to the <u>Defendant(s) in error</u>, and via **District Court Case No.** 104542, via Appellate Court Case No. 06-3152, and via Circuit Court of Cook County ORIGINAL CIVIL alleged Case No. 05 CH 19333, OF ILLINOIS COUNTY DEPARTMENT CHANCERY DIVISION, that Affiant is holder in due course of the property commonly known as and located at 772 Barnaby Place Wheeling, Illinois [60090], within the conclusive evidence/testimony perfected in administrative law without any doubt or reservation, where the **Preponderance of Certified Evidence** shows no dispute exists, <u>IN FACT</u> and that;
- 6. It is clear on the face of the administrative record that there is no controversy regarding the evidence/testimony perfected within the administrative law. The Supreme Court Rulings and Stare Decisis contained within the Certified Notice of Defaults and Assent a.k.a. "Contracts by Default," Defendant(s) in error, via Circuit Court of Cook County ORIGINAL CIVIL alleged Case No. 05 CH 19333, OF ILLINOIS COUNTY DEPARTMENT CHANCERY DIVISION have yielded to estoppel, and are "Collaterally Estopped" by the "DOCTRINES OF ESTOPPEL" by "AGREEMENT/CONTRACT" and by "ESTOPPEL BY ACQUIESCENCE" by and through Tacit Procuration Agreement. The administrative record makes it clear this matter is settled AB INITIO, RES JUDICATTA, and Stare Decisis.
- 7. Each of the "Contracts by Default" is a "Perfected Contract" and now stands as <u>Fact and Truth in Commerce</u>. Therefore, the claims made by the <u>Defendant(s) in error</u>, which are subordinate to Affiant's UCC claim. <u>Defendant(s) in error</u> have reached accord and satisfaction are now bound and liable (<u>Erie and Clearfield Doctrines</u>) under Affiant's "Contracts by Default a.k.a. <u>Judgment by Default.</u>" Each <u>Default/Judgment</u> is an "Obligation of Contract" and is a STATUTE STAPLE, UCC CONFIRMATORY WRITING

under the right to contract in accordance with Article 1, § 10 of the united States Constitution, and D.C. Codes, <u>IN FACT</u> and that;

8. On the face of the record <u>Defendant(s)</u> in <u>error</u> via Circuit Court of Cook County ORIGINAL - CIVIL alleged Case No. 05 CH 19333 are in Commercial Trespass and Breach of the CLAIM/AGREEMENT/CONTRACT/CHECKS/DEFAULTS (as stipulated) between Petitioner and <u>Defendant(s)</u> in <u>error</u>. Petitioner's CLAIM/ AGREEMENT/ CONTRACT/CHECKS/DEFAULTS (as stipulated) are protected in accordance with <u>Article 1, § 10 of the united States Constitution</u>, D.C. Codes, and Stare Decisis in regarding "THE IMPAIRMENT OF CONTRACTS." The actions of each <u>Defendant(s)</u> in error are estopped by Tacit

and <u>Defendant(s)</u> in error are further culpable, <u>IN FACT</u> and that;
On the face of the administrative record via Circuit Court of Cook County ORIGINAL - CIVIL alleged Case No. 05 CH 19333, OF ILLINOIS COUNTY DEPARTMENT - CHANCERY DIVISION, <u>Defendant(s)</u> in error have failed to state a claim upon which relief can be granted pursuant to FRCP 12(b)(6), IN FACT and that;

Procuration Agreement and any attempts to appear before this Court are a hostile presentment

10. <u>Defendant(s) in error</u> beginning with Circuit Court of Cook County ORIGINAL - CIVIL alleged Case No. 05 CH 19333 are committing SCIENTER ACTS (omitting knowledge) in Bad Faith, Fraud Conspiracy, Undue Enrichment, Aiding and Abetting, Willful and Wanton, Irreparable Harm, with Malice and Forethought, Conversion, Commercial War, Commercial Credit Slander and continuous torts against Affiant (Petitioner), <u>IN FACT</u>, and that;

11. Points and Authorities - Stare Decisis - Obligation of Contracts - Article I, Section 10, Clause 6 of the Constitution says, "No State shall pass any...Law impairing the Obligation of Contracts" (In Pari Materia) in fact, under the right to contract in accordance with Article 1, § 10 of the united States Constitution, and D.C. Codes, IN FACT.

#### Verification

12. The Undersigned Affiant, Violet A. Hooghkirk, certifies on Affiant's commercial liability that Affiant has read this Affidavit and issues the same with intent and understanding of purpose and does solemnly certify, declare and state under the laws of the united States of America that the statements, allegations, demands and contents contained herein are true, correct, and complete, not misleading, the truth, the whole truth and nothing but the truth. [28 USC§1746 (1)]

Date: December 5, 2007

By the Seal of

Violet A. Hooghkirk, Secured Party

C/o 772 Barnaby Place - Wheeling, Illinois [60090]

#### **Notary Public**

On the date set out below, the foregoing Affidavit of Truth was sworn and signed in my presence by Violet  $\Lambda$ . Hooghkirk, known to me.

y commission expi

lotary Public

12/11/07 Date

"OFFICIAL SEAL"
SECTIVA CASTANEDA
Notary Public, Stale of Illinois
My Commission Expires 2/10/2008

Page 2 of 2



#### Presented under special appearance by:

Violet A. Hooghkirk C/o 772 Barnaby Place Wheeling, Illinois [60090] (847) 215-5244

#### UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

Everett McKinley Dirksen Building, 219 South Dearborn Street, 20<sup>th</sup> floor, Chicago, Illinois 60604

VIOLET A. HOOGIIKIRK	) Circuit Court Cook County,
Plaintiff in Error	) Illinois First Judicial Circuit
vs.	) Case No. 05 Ch 19333
ABN AMRO MORTGAGE GROUP INC. et al.	) Appellate Court First Judicial
TOM GOLDSTEIN, individually	) District Case No. 06-3152
THOMAS ROSIELLO, individually	)
CAROL L. TENYAK, individually	) Supreme Court of Illinois
TIM NUSS, individually	) District Case No. 104542
COLLEEN RIDDELL, individually	)
SHAUN, individually	í
ELENA L. ENUSCU, individually	í
BETH P. PONDER, individually	)
DAMIEN BAZAN, individually	)
MERILYN ROGERS, individually	í
ISOLENE B. JONES, individually	ý.
LASALLE BANK N.A.	ý.
NORM BOBBIN, individually	ý
JOHN PURTELL, individually	)
MICHAEL JINGA, individually	ý
MARIE SHIFFMAN, individually	) NOTICE OF FILING
CHELSEA COVE CONDOMINIUM ASSOC	) TO INCLUDE IN AND TO
DAVID CANTWELL, individually	) AUGMENT THE RECORD
JEFFREYMEYERS, individually,	)
Defendant(s) in Error,	) DECLARATION OF
` '	SECURED PARTY, WITH
Violet A. Hooghkirk, Secured Party/	) POINTS AND AUTHORITY
Aggrieved, Injured Party	) AND STARE DECISIS
Petitioner by special Appearance	)
Petitioner,	) NOTICE OF STAY
**********	· · ·

NOTICE OF FILING

TO: Defendant(s) in Error (See Attachment)

Take Notice that on the	day of	, 2007	that Petitioner,
Secured, Aggricved, Injured	Party caused to	present under spe	cial appearance,
Petitioner through her Silve	r Surety Bond is	bonding the claim	s by posting her
Surety Bond (performance/	surety bond), sin	ce the claims in t	this matter have
already been bonded, these	claims remain b	onded and under	the mandates of
Article VII of the Bill of Ri	<u>ghts</u> . Petitioner ca	aused to present wi	ith United States
District Court for the Northe	rn District of Illir	iois, Eastern Divisi	on the following
documents:			

- 1) Verified Complaint for Violation of Impairment of Contracts by Default, Assent and Tacit Procuration Agreement, and Violation of Constitutional Mandates and Unalienable Rights,
- 2) Notice of Removal to District Court of the United States, and Notice of Stay, dated November 26, 2007,
- 3) Points and Authority Stare Decisis,
- 4) Surety Bond,

and all associated documents in this Verified Complaint.

By the Seal of,

Violet A. Hooghkirk, Trustee,

Secured Party - Creditor

Barnway Trust

C/o 772 Barnaby Place

Wheeling, Illinois [60090]

Ph: 847-215 - 5244

Bond #VAH040244 (Silver Surety Bond)

Pre-Paid - Preferred Stock Priority - Exempt from Levy

#### PROOF OF SERVICE

I, the Petitioner/Undersigned, hereby certifies, and declares under penalties of
perjury as provided by law under the laws of the united States of America Title 28
USC 1746(1) that this Notice of Filing and all associated documents in this Verified
Complaint with the United States District Court for the Northern District of Illinois,
Eastern Division has been served upon the above-referenced addressec(es) by placing
a copy of the same in the U.S. Mail Box Located at 250 West Dundee road -
Wheeling Illinois 60090, first class postage prepaid on or about on // day of
0 - 3 - 1 / - 3 2007

December ,2007	
11//	
V//	
Signature	Print Name
Signature	I IIII I VAIITO

Cc: Robert McCallum of the, President's Corporate Fraud Task Force - DOJ 950 Pennsylvania Ave NW - Washington, D.C. 20530

Merri Jo Gillette - Regional Director - Securities and Exchange Commission (SEC) Midwest Regional Office - 175 West Jackson Blvd Suite 900 Chicago, Illinois 60604 Federal Trade Commission (FTC) CRC - 240

600 Pennsylvania Avenue NW - Washington, D.C. 20580

Lisa Madigan, Attorney General - 500 S. Second St. - Springfield, Illinois 62706 Lisa Madigan - Attorney General -

100 W. Randolph Street, 12th Floor - Chicago, Illinois 60601

Patrick J. Fitzgerald, U. S. Department of Justice, United States Attorney, Northern-District of Illinois, Federal Building

219 South Dearborn Street, Fifth Floor - Chicago, Illinois 60604

William G. Holland - Auditor General - 740 E. Ash Street - Springfield, Illinois 62703

J. Russell George - Treasury Inspector General for Tax Administration

1500 Pennsylvania Ave NW - Washington, D.C. 20224

Chief Information Officer - Treasury Data Integrity Board

1500 Pennsylvania Ave NW - Washington, D.C. 20224

Director - CSB/IRS SP Handling Office - 5000 Ellin Rd - Lanham, Maryland 20706

Chief Special Procedure Handling Office, IRS- P.O. Box 245-Bensalem, Pennsylvania 19020

Mr. Ken Papaj - Acting Commissioner of the Financial Management Service of the

Department of the Treasury - 401 14th Street SW Room 548 - Washington, D.C. 20227

Raymond R. Quirk, President/ Registered Agent-Chicago Title & Trust Company 601 Riverside Ave – Jacksonville, Florida 32204

C T Corporation System, Registered Agent - Chicago Title & Trust Company 208 SO LaSalle St, suite 814 - Chicago, Illinois 60604

Todd C. Johnson Same, Secretary/Registered Agent - Chicago Title & Trust Company 601 Riverside Ave Jacksonville, Florida 32204

Cc: Clerk of the Circuit Court of Cook County:

Dorothy Brown - Clerk of the Court/Richard J. Daley Center Floor 10 Room 1001-50 W. Washington St Chicago, Illinois 60602

Richard Divine - States Attorney Floor 5 Room 500 Richard J. Daily Center 50 West Washington Street - Chicago, Illinois 60602

Timothy Evans Chief Judge - Richard J. Daley Center/Clerk of the Circuit Court Floor 26 Room 2600 50 W. Washington Street Chicago, Illinois 60602

Carolyn G. Quinn - Judge - Richard J. Daley Center/ Clerk of the Circuit Court - Rm 2808 50 W. Washington Street Chicago, Illinois 60602

Thomas A. Roseillo Attn: Codilis & Associates, P.C. - Secretary/ Registered Agent --LaSalle Bank NA -135 South LaSalle Street- Chicago, Illinois 60603

Acting Deputy Council - Clerk of the Circuit Court/Richard J. Daley Center floor 10 Rm 1003 50 W. Washington St Chicago, Illinois

Ronald Wade - Manager, Evictions Dept 6th Floor Rm 602 - Clerk of the Circuit Court 50 West Washington Street-Chicago, Illinois 60602

Cc: Appellate Court of Illinois First District:

Steven M Ravid, Clerk of the Appellate Court

160 N. LaSalle Street - Chicago, Illinois 60601

Ce: Justices of the Supreme Court of Illinois:

Juleann Hornyak - First District Court of the United States, Supreme Court Of Illinois,

200 East Capital Avenue -	Springfield,	Illinois	62701
---------------------------	--------------	----------	-------

Hon. Robert R. Thomas - Chief Justice of the Supreme Court of Illinois

1776 S. Naperville Road Bldg A, Suite 207 Wheaton, Illinois 60187

Hon. Charles E. Freeman Justice of the Supreme Court of Illinois

160 N. LaSalle Street, 20th Floor Chicago, Illinois 60601

Hon. Thomas R. Fitzgerald - Justice of the Supreme Court of Illinois

160 N. LaSalle Street, 20th Floor Chicago, Illinois 60601

Hon. Thomas L. Kilbride - Justice of the Supreme Court of Illinois 1819 4th Avenue Rock Island, Illinois 61201

Hon. Rita B. Garman - Justice of the Supreme Court of Illinois

3607 N. Vermilion, Suite 1 Danville, Illinois 61832-1478

Hon, Lloyd A. Karmeier - Justice of the Supreme Court of Illinois

1100 S. Mill Street P O Box 266 Nashville, Illinois 62263

Hon. Anne M. Burke - Justice of the Supreme Court of Illinois

160 N. LaSalle Street 20th Floor - Chicago, Illinois 60601

Illinois State	)	
	SS.	
Cook County	)	
To: Defendant(s) in en	rror,	
ABN AMRO M	ORTGAGE GROUP INC.	et al

Tom Goldstein - President/Chief Financial Officer - ABN AMRO Mortgage Group, Inc. 7159 Corkland Drive - Jacksonville, Florida 32258

Thomas Λ. Rosiello – Secretary/Registered Agent - ABN AMRO Mortgage Group, Inc. 135 South LaSalle Street - Chicago, Illinois 60603

Carol L. Tenyak – Registered Agent – ABN AMRO Mortgage Group, Inc. 135 South LaSalle Street, Suite 925 Chicago, Illinois 60603

Tim Nuss - Manager - ABN AMRO Mortgage Group, Inc - 540 West Madison Chicago, Illinois 60661-6400 - (no longer w/company or can't find)

Collecen Riddell - Loan Administration - Special Services Dept. ABN AMRO Mortgage 2600 West Big Beaver Read - Troy, Michigan 48084-3318

Elena L. Enuscu - Legal Administrative Assistant – ABN AMRO Mortgage Group, Inc. 135 S. LaSalle Street - Chicago, Illinois 60603-0135

Shaun - Supervisor - ABN AMRO Mortgage Group, Inc. -7159 Corklan Drive - Jacksonville, Florida 32258 Group, Inc.

Beth P. Ponder - Vice President, Customer Relations - ABN AMRO Mortgage Group, Inc. 7159 Corkland Drive - Jacksonville, Florida 32258

Damien Bazan - Collections Department - ABN AMRO Mortgage Group, Inc. 4242 N. Harlem Avenue - Norridge, Illinois 60706-1204

Customer Service - Manager - ABN AMRO Mortgage Group, Inc. 2600 W. Big Beaver Road - Troy, Michigan 48084-3326

Merilyn Rogers - Customer Relations - ABN AMRO Mortgage Group, Inc. 7159 Corklan Drive - Jacksonville, Florida 32258

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Norm Bobbin - Chief Executive Officer - LaSalle Bank NA 1355 W. Dundee - Buffalo Grove, Illinois 60089

John Purtell - Manager - LaSalle Bank NA -

135 S. LaSalle Street Dept 8144 - Chicago, Illinois 60674-8144

Michael Jinga - Manager - LaSalle Bank NA -

4747 W. Irving Park Road - Chicago, Illinois 60641

Marie Shiffman - Collections Equity Dept. - LaSalle Bank NA 4747 W. Irving Park Road - Chicago, Illinois 60641

David Cantwell - President - Chelsea Cove Condominium Assoc.

624 Bridgeport - Wheeling, Illinois 60090

Jeffrey Meyers - Secretary - Chelsea Cove Condominium Assoc. 775 Barnaby Place - Wheeling, Illinois 60090

### **ORIGINAL**

#### SILVER SURETY BOND



Doc#: 0425832052

Eugene "Gene" Moore Fee: \$30,50 Cook County Recorder of Deeds Date: 09/14/2004 02:38 PM Fg: 1 of 4

County of Cook State of Illinois

County of Cook

I, Violet A. Hooghkirk, do hereby enter myself security for costs in the cause, and acknowledge myself bound to pay or cause to be paid (effect payment) all costs which may accrue in such actions upon proof of claim and proof of loss to any party injured by any UNBONDED claim presented against VIOLET A. HOOGHKIRK. And, I, Violet A. Hooghkirk underwrite with my private exemption, VIOLET A. HOOGHKIRK all such costs that may be proven.

Dated this 8 day of September 2004.

Violet A. Hooghkirk, agent

Actio non datur non damnificato

#### JUSTIFICATION OF SURETY SUBROGATION

State of Illinois	)		
aforesaid, surety on the that she is seized of liabilities, in property	he bond of Violet her right mind, a not exempt by la of the value in exempt	ne Violet A. Hooghkirk of A. Hooghkirk, being duly and that over and above as aw from levy and sale underso of (unlimited),	sworn, deposes and says all of her just debts and der execution, of a clear
<i>Γ</i>		_	
Subscribed and swor	n to before me	CORINA CASS	HANEIDA, a Notary
Public residing in 1	Althouse Mine	OIS.  "OFFICIAL SEAL"  CORINA CASTANEDA  Notary Public, State of Illinois by Commission Expires 2/10/2008	$\frac{48/0}{\text{date}}$
	ිංදර	1 <del>0</del> 44494444444	

#### Surety Bond

Surety Bond given by Violet A. Hooghkirk of 772 Barnaby place - Wheeling, Illinois [60090], as principal, and the united States of America, organized and existing under the US Constitution and the Bill of Rights and licensed to transact a Surety under 31 CFR part 203 with it's principal office located at 1500 Pennsylvania Ave NW – Washington, DC 20220 as Surety to ABN AMRO Mortgage Group Inc.

#### Recitals

A. Principal and Surety are bound to obligee and discharged in the amount of \$97,775.77, for the payment of which principal and Surety jointly and severally have bound themselves, their successors, assigns, and legal representatives.

Date: December 11, 2007 Signature of Surety,

Violet A. Horghburks. Violet A. Hooghkirk ©, Secured Party

#### Surety Bond

Surety Bond given by Violet A. Hooghkirk of 772 Barnaby place - Wheeling, Illinois [60090], as principal, and the united States of America, organized and existing under the US Constitution and the Bill of Rights and licensed to transact a Surety under 31 CFR part 203 with it's principal office located at 1500 Pennsylvania Ave NW – Washington, DC 20220 as Surety to ABN AMRO Mortgage Group Inc.

#### Recitals

A. Principal and Surety are bound to obligee and discharged in the amount of \$115,250.84, for the payment of which principal and Surety jointly and severally have bound themselves, their successors, assigns, and legal representatives.

Date: December 11, 2007 Signature of Surety,

Violet A. Hooghkirk S. Secured Party

#### Surety Bond

Surety Bond given by Violet A. Hooghkirk of 772 Barnaby place - Wheeling, Illinois [60090], as principal, and the united States of America, organized and existing under the US Constitution and the Bill of Rights and licensed to transact a Surety under 31 CFR part 203 with it's principal office located at 1500 Pennsylvania Ave NW – Washington, DC 20220 as Surety to LaSalle Bank NA.

#### Recitals

A. Principal and Surety are bound to obligee and discharged in the amount of \$6,187.40, for the payment of which principal and Surety jointly and severally have bound themselves, their successors, assigns, and legal representatives.

Date: December 11, 2007 Signature of Surety,

Violet A. Hooghkirk ©, Secured Party

### Surety Bond

Surety Bond given by Violet A. Hooghkirk of 772 Barnaby place - Wheeling, Illinois [60090], as principal, and the united States of America, organized and existing under the US Constitution and the Bill of Rights and licensed to transact a Surety under 31 CFR part 203 with it's principal office located at 1500 Pennsylvania Ave NW Washington, DC 20220 as Surety to Chelsea Cove Condominium Association, Inc.

### Recitals

A. Principal and Surety are bound to obligee and discharged in the amount of \$2,923.00, for the payment of which principal and Surety jointly and severally have bound themselves, their successors, assigns, and legal representatives.

Date: December 11, 2007 Signature of Surety,

Violet A. Hooghkirk ©, Secured Party

### Surety Bond

Surety Bond given by Violet A. Hooghkirk of 772 Barnaby place - Wheeling, Illinois [60090], as principal, and the united States of America, organized and existing under the US Constitution and the Bill of Rights and licensed to transact a Surety under 31 CFR part 203 with it's principal office located at 1500 Pennsylvania Ave NW - Washington, DC 20220 as Surety to Chelsea Cove Condominium Association, Inc.

### Recitals

A. Principal and Surety are bound to obligee and discharged in the amount of \$2,625.36, for the payment of which principal and Surety jointly and severally have bound themselves, their successors, assigns, and legal representatives.

Date: December 11, 2007 Signature of Surety,

Violet A. Horghkerse Violet A. Hooghkirk ©, Secured Party

### Surety Bond

Document 1

Surety Bond given by Violet A. Hooghkirk of 772 Barnaby place - Wheeling, Illinois [60090], as principal, and the united States of America, organized and existing under the US Constitution and the Bill of Rights and licensed to transact a Surety under 31 CFR part 203 with it's principal office located at 1500 Pennsylvania Ave NW - Washington, DC 20220 as Surety to Chelsea Cove Condominium Association, Inc.

### Recitals

A. Principal and Surety are bound to obligee and discharged in the amount of \$2,629.68, for the payment of which principal and Surety jointly and severally have bound themselves, their successors, assigns, and legal representatives.

Date: December 11, 2007 Signature of Surety,

Violet Λ. Hotehkinh
Violet Λ. Hooghkinh ©, Secured Party

Violet A. Hooghkirk, Secured Party C/o 772 Barnaby Place Wheeling, Illinois [60090] (847) 215-5244

### SUPREME COURT OF ILLINOIS COUNTY OF COOK - FIRST DISTRICT OFFICE

SUPREME COURT BUILDING - 200 East Capital Avenue - Springfield, Illinois 62701

ABN AMRO MORTGAGE GROUP INC.	)
TOM GOLDSTEIN, individually	) Circuit Court Cook County,
THOMAS ROSIELLO, individually	) Illinois First Judicial Circuit
CAROL L. TENYAK, individually	) Case No. 05 Ch 19333
TIM NUSS, individually	)
COLLEEN RIDDELL, individually	) Appellate Court First Judicial
SHAUN, individually	) District Case No. 06-3152
ELENA L. ENUSCU, individually	)
BETH P. PONDER, individually	)
DAMIEN BAZAN, individually	) District Case No. 104542
MERILYN ROGERS, individually	)
ISOLENE B. JONES, individually	)
LASALLE BANK N.A.	)
NORM BOBBIN, individually	)
JOHN PURTELL, individually	)
MICHAEL JINGA, individually	)
MARIE SHIFFMAN, individually	)
CHELSEA COVE CONDOMINIUM ASSOC	)
DAVID CANTWELL, individually	)
JEFFREYMEYERS, individually,	)
Plaintiff(s) in Error,	j ,
vs.	)
VIOLET A. H OOGHKIRK,	) DECLARATION OF
Defendant in Error,	) SECURED PARTY
Violet A. Hooghkirk, Secured Party/	) NOTICE OF REMOVAL
Injured Party	) AND
Petitioner by special Appearance	) NOTICE OF STAY
Petitioner.	) NOTICE OF STAT
****************	<i></i>

## NOTICE OF REMOVAL TO **DISTRICT COURT OF THE UNITED STATES**

COMES NOW Violet Alberta Hooghkirk, Secured Party, sui juris, a natural born, free Sovereign American Citizen who retains full Constitutional Rights and enjoys the benefits thereof, Violet A. Hooghkirk, Secured Party, injured party, petitioner speaking on behalf of defendant-in-error, with and claiming all unlimited, unalienable constitutionally

guaranteed Rights, whose name is properly spelled only in upper and lower case letters, the undersigned petitioner, and now gives official NOTICE of removal of matters officers of the court refused, failed and/or neglected to address when brought to them by me via District Court Case No. 104542 to the FIRST DISTRICT COURT of the UNITED STATES, SUPREME COURT OF ILLINOIS, 200 East Capital Avenue – Springfield, Illinois 62701, via an Appellate Court Case No. 06-3152 to the APPELLATE COURT OF ILLINIOIS, FIRST JUDICIAL DISTRICT, 160 North LaSalle Street, Suite 1400 -Chicago, Illinois 60601, and via Circuit Court of Cook County ORIGINAL - CIVIL alleged Case No. 05 CH 19333, OF ILLINOIS COUNTY DEPARTMENT -CHANCERY DIVISION, Richard J. Daley Center - 50 West Washington Street -Chicago, Illinois 60602, On March 2, 2006 petitioner, Secured Party caused to present in the public record, a myriad of Notices to include in and to augment the record, Declarations of Secured Party as evident to the fact that said mortgage claim's were discharged in their entirety a year earlier in 2004 and 2005, prior to any said ORIGINAL alleged CASE - CIVIL identified as Case No. 05 CH 19333 IN RE: Plaintiff's, IN FACT and that:

Petitioner, Secured Party has made the Plaintiff's and the officers of these courts above aware that Petitioner holds a prior, perfected, superior claim/lien and has a vested interest in the private property, and is holder in due course of that property as identified and filed under UCC filing No. 9830847FS recorded on May 13, 2005, current filing (12054769 FS) as of April 30, 2007, a perfected Claim of Lien (UCC 9-334) (Doc#0513849062) recorded on May 18, 2005, and was in place prior to any said ORIGINAL alleged CASE - CIVIL identified as Case No. 05 CH 19333, the State and the Federal Courts have ruled that the first to file a UCC document has priority, sec United Tobacco Warehouse vs. Wells 490 SW 2d 152 (1973) and Diversified Metal Products vs. T-Bow Company Trust, IRS, et al USDC 93-405-E-EJL, IN FACT and that;

Petitioner, has also made the Plaintiff's and the officers of these courts above aware that said mortgage claims were discharged in their entirety, duly discharged through Bonded Registered Bill of Exchange, honored by Plaintiff's by and through their tacit procuration agreement with an acknowledgement from the Secretary of the Treasury, Henry M. Paulson Jr., and Juan Carlos Méndez Torres, Trustees, in accordance with The Administrative Procedures Act 5 USC 706. Plaintiff(s) are mandated under Hallenbeck v. Leimert, 295 US 116, 122 (1935), to now be held personally liable for these debts under the Erie and Clearfield Doctrines, each Plaintiff was aware that they were mandated under these Court Rulings, prior to any said ORIGINAL alleged CASE - CIVIL identified as Case No. 05 CH 19333 IN RE: Plaintiff's, IN FACT and that;

The preponderance of certified evidence within the administrative documents of the twelve (12) presented and filed Notices to include in and to augment the record, Declarations of Secured Party, attachments were two hundred and eighty (280) plus separate evidence(s) by petitioner, in the public record and court files, each certified, and declared under penalties of perjury as provided by law under the laws of the united States of America Title 28 USC 1746(1) clearly refute the subordinate and inferior claims of the attorney allegedly representing Plaintiff (ABN AMRO), including but not limited to any other adversarial or hostile third party intervener within this matter ORIGINAL alleged CASE-CIVIL as identified Case No. 05 CH 19333 IN RE: Plaintiff(s), IN FACT and that;

It is clear Plaintiff(s) that the negotiable instruments that tendered both mortgage claims Plaintiff(s) have not, from the very beginning, taken petitioners documentation seriously; the Plaintiff(s) have repeatedly neglected, and/or refused to process the presented Bills of Exchange through their Banks Treasury Tax and Loan (TT&L) Account System, and now the officers of the Illinois judicial System through the courts have also ignored, neglected and refused to address with any reasonable measure of care what should have been implemented, when brought to the offices by via District Court Case No. 104542,

via Appellate Court Case No. 06-3152, and via ORIGINAL alleged CASE - CIVIL identified in Case No. 05 CH 19333 of the undersigned petitioner, Secured Party's appeals as evidenced in the public record requiring them to obey the law, Supreme Court Rulings, and Stare Decisis in this matter, IN FACT.

All findings of fact and conclusions of law must be tried by a seventh amendment jury, according to the rules of the common law, (See Article VII of the Bill of Rights.)

All actions and filings of the Secured Party in this matter have been compliant with the original constitutions of the Federal and State of Illinois, and whether or not imposition of these codes and rules violate my unalignable rights secured under the original Constitutions for the united States of America and State of Illinois. This action is authorized under Article III, § 2, Clause 2 of the Constitution for the united States of America, and was done in furtherance of justice for the People of the State of Illinois as was demonstrated before the courts in Illinois brought to them via District Court Case No. 104542, via Appellate Court Case No. 06-3152, and via ORIGINAL alleged CASE CIVII. identified in Case No. 05 CH 19333 which were not being conducted as a judicial but as an administrative proceeding, IN FACT.

> Respectfully submitted, By the Seal of All Rights Reserved

Violet A. Hooghkirk, Secured Party, Creditor

C/o 772 Barnaby Place Wheeling, Illinois [60090]

Ph: 847-215 - 5244

Bond #VAH040244 (Silver Surety Bond)

Pre-Paid - Preferred Stock Priority – Exempt from Levy

#### CERTIFICATE OF SERVICE

I hereby certify under penalties of perjury as provided by law under the laws of the united States of America Title 28 USC 1746(1) that on this 26 day of Monember 2007, (See below parties at interest), were served herewith through Certified Mail Article No. 7007 0710 0003 3901 6071, 7007 0710 0003 3901 6101, 7007 0710 0003 3901 6095, and 7007 0710 0003 3901 6088 the sending of an exact copy of this NOTICE OF REMOVAL TO DISTRICT COURT OF THE UNITED STATES via the United States Postal Service to:

ACKNOWLEDGMENT
SUBSCRIBED TO AND CERTIFIED before me this 26 day of 200. A. D. 2007, a
Notary, that Violet A. Hooghkirk, personally appeared and is known to me to be the women whose
name subscribed to the within verified instrument and acknowledged to be the same.
Dina Ostanela
Notary Public in and for said State: "OFFICIAL SEAL" CORINA CASTANEDA Notary Public, State of Illinois
My Commission expires 2/10/2008
STATE OF ILLINOS ) ) SS.
COUNTY OF COOK )
To: Plaintiff(s) Parties at interest
Certified Mail Article No. 7007 0710 0003 3901 6071
Tom Goldstein - President/Chief Financial Officer - ABN AMRO Mortgage Group, Inc.
7159 Corkland Drive - Jacksonville, Florida 32258
Thomas A. Rosiello - Secretary/Registered Agent - ABN AMRO Mortgage Group, Inc
135 South LaSalle Street - Chicago, Illinois 60603
Carol L. Tenyak - Registered Agent - ABN AMRO Mortgage Group, Inc
135 South LaSalle Street, Suite 925 - Chicago, Illinois 60603
Tim Nuss - Manager - ABN AMRO Mortgage Group, Inc - 540 West Madison -
Chicago, Illinois 60661-6400 - (no longer w/company or can't find)
Colicen Riddell - Loan Administration - Special Services Dept. ABN AMRO Mortgage
2600 West Big Beaver Read - Troy, Michigan 48084-3318 Elena L. Enuscu - Legal Administrative Assistant - ABN AMRO Mortgage Group, Inc.
135 S. LaSalle Street - Chicago, Illinois 60603-0135
Shaun - Supervisor - ABN AMRO Mortgage Group, Inc
7159 Corklan Drive - Jacksonville, Florida 32258 Group, Inc.
Beth P. Ponder - Vice President, Customer Relations - ABN AMRO Mortgage Group, Inc.
7159 Corkland Drive - Jacksonville, Florida 32258
Damien Bazan - Collections Department - ABN AMRO Mortgage Group, Inc.
4242 N. Harlem Avenue - Norridge, Illinois 60706-1204

Customer Service - Manager - ABN AMRO Mortgage Group, Inc.

2600 W. Big Beaver Road - Troy, Michigan 48084-3326

Merilyn Rogers - Customer Relations - ABN AMRO Mortgage Group, Inc.

7159 Corklan Drive - Jacksonville, Florida 32258

Isolene B. Jones - Loan Admin/Litigation - ABN AMRO Mortgage Group, Inc. 7159 Corklan Drive - Jacksonville, Florida 32258 Group, Inc.

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1355 W. Dundee - Buffalo Grove, Illinois 60089

John Purtell - Manager - LaSalle Bank NA - 135 S. LaSalle Street Dept 8144 - Chicago, Illinois 60674-8144

Michael Jinga - Manager - LaSalle Bank NA -

4747 W. Irving Park Road - Chicago, Illinois 60641

Marie Shiffman - Collections Equity Dept. - LaSalle Bank NA

4747 W. Irving Park Road - Chicago, Illinois 60641

David Cantwell - President - Chelsea Cove Condominium Assoc.

624 Bridgeport - Wheeling, Illinois 60090

Jeffrey Meyers - Secretary - Chelsea Cove Condominium Assoc. -775 Barnaby Place - Wheeling, Illinois 60090

Cc: Robert McCallum of the, President's Corporate Fraud Task Force - DOJ

950 Pennsylvania Ave NW - Washington, D.C. 20530

Merri Jo Gillette - Regional Director - Securities and Exchange Commission (SEC)

Midwest Regional Office - 175 West Jackson Blvd Suite 900 - Chicago, Illinois 60604

Federal Trade Commission (FTC) CRC - 240

600 Pennsylvania Avenue NW - Washington, D.C. 20580

Lisa Madigan, Attorney General - 500 S. Second St. - Springfield, Illinois 62706

Lisa Madigan - Attorney General -

100 W. Randolph Street, 12th Floor - Chicago, Illinois 60601

Patrick J. Fitzgerald, U. S. Department of Justice, United States Attorney, Northern-

District of Illinois, Federal Building

219 South Dearborn Street, Fifth Floor - Chicago, Illinois 60604

William G. Holland - Auditor General - 740 E. Ash Street - Springfield, Illinois 62703

J. Russell George - Treasury Inspector General for Tax Administration

1500 Pennsylvania Ave NW - Washington, D.C. 20224

Chief Information Officer -- Treasury Data Integrity Board

1500 Pennsylvania Ave NW - Washington, D.C. 20224

Director - CSB/IRS SP Handling Office - 5000 Ellin Rd - Lanham, Maryland 20706

Chief Special Procedure Handling Office - IRS - P.O. Box 245 Bensalem, Pennsylvania 19020

Mr. Ken Papaj - Acting Commissioner of the Financial Management Service of the

Department of the Treasury - 401 14th Street SW Room 548 - Washington, D.C. 20227

Raymond R. Quirk, President/ Registered Agent-Chicago Title & Trust Company

601 Riverside Ave – Jacksonville, Florida 32204

C T Corporation System, Registered Agent - Chicago Title & Trust Company

208 SO LaSalle St, suite 814 - Chicago, Illinois 60604

Todd C. Johnson Same, Secretary/Registered Agent - Chicago Title & Trust Company

601 Riverside Ave – Jacksonville, Florida 32204

Cc: Clerk of the Circuit Court of Cook County:

Certified Mail Article No. 7007 0710 0003 3901 6088

Dorothy Brown - Clerk of the Court/Richard J. Daley Center Floor 10 Room 1001-

50 W. Washington St Chicago, Illinois 60602

Richard Divine - States Attorney Floor 5 Room 500 Richard J. Daily Center

50 West Washington Street - Chicago, Illinois 60602

Timothy Evans - Chief Judge - Richard J. Daley Center/Clerk of the Circuit Court

Floor 26 Room 2600 50 W. Washington Street Chicago, Illinois 60602

Carolyn G. Quinn Judge - Richard J. Daley Center/ Clerk of the Circuit Court - Room 2808

50 W. Washington Street Chicago, Illinois 60602

Thomas A. Roseillo Attn: Codilis & Associates, P.C. - Secretary/ Registered Agent - LaSalle Bank NA

135 South LaSalle Street- Chicago, Illinois 60603

Acting Deputy Council - Clerk of the Circuit Court/Richard J. Daley Center floor 10 Room 1003 50 W. Washington St Chicago, Illinois

Ronald Wade – Manager, Evictions Dept 6th Floor Rm 602 - Clerk of the Circuit Court 50 West Washington Street-Chicago, Illinois 60602

Cc: Appellate Court of Illinois First District:

Certified Mail Article No. 7007 0710 0003 3901 6095

Steven M Ravid, Clerk of the Appellate Court 160 N. LaSalle Street - Chicago, Illinois 60601

Ce: Justices of the Supreme Court of Illinois:

Certified Mail Article No. 7007 0710 0003 3901 6101

Juleann Hornyak - First District Court of the United States, Supreme Court Of Illinois, 200 East Capital Avenue - Springfield, Illinois 62701

Hon, Robert R. Thomas - Chief Justice of the Supreme Court of Illinois

1776 S, Naperville Road Bldg A, Suite 207 Wheaton, Illinois 60187

Hon, Charles E, Freeman - Justice of the Supreme Court of Illinois

160 N. LaSalle Street, 20th Floor Chicago, Illinois 60601

Hon. Thomas R. Fitzgerald - Justice of the Supreme Court of Illinois

160 N. LaSalle Street, 20th Floor Chicago, Illinois 60601

Hon. Thomas L. Kilbride - Justice of the Supreme Court of Illinois

1819 4th Avenue Rock Island, Illinois 61201

Hon, Rita B. Garman - Justice of the Supreme Court of Illinois

3607 N. Vermilion, Suite 1 Danville, Illinois 61832-1478

Hon. Lloyd A. Karmeier - Justice of the Supreme Court of Illinois

1100 S. Mill Street P O Box 266 Nashville, Illinois 62263

Hon. Anne M. Burke - Justice of the Supreme Court of Illinois

160 N. LaSalle Street 20th Floor - Chicago, Illinois 60601

Certified Mail Article No. 7004 1350 0002 0399 5357

### ACTUAL AND CONSTRUCTIVE NOTICE

ABN AMRO Mortgage Group, Inc. 540 West Madison Chicago, Illinois 60661-6400

Violet A. Hooghkirk, Secured Party c/o 772 Barnaby Place Wheeling, Illinois [60090]

#### NON-NEGOTIABLE - ACCEPTANCE FOR VALUE

Re: Letter of Advice

Date: November 19, 2004

The Undersigned is the Secured Party authorized to speak for and respond on behalf of the recipient of the attached document. The attached Notice presents a claim that the Claimant holds against the named recipient.

The following Notice and Instruction is hereby given to: The Claimant who has made a public offering to Robert L Hooghkirk Violet Hooghkirk a "new claim" dated October 25, 2004 with case/account #0009000194. See attachment.

In the matter described above, in accordance with USC Title IV, Sec. 401(Federal Reserve Act), Title XII; Title XXVIII, Sec. 1641; the Foreign Sovereign Immunity Act and in lieu of continued controversy, the Undersigned Secured Party "Holder in Due Course" of the Preferred Stock of the Corporation (United States-February 21, 1871; 16 Stat. I. 419): holds a prior, superior claim on the DEBTOR and Accepts for Value and Bonds this commercial presentment, in full accord with HJR-192 (June 5, 1933), Public Law 73-10, UCC 3-419, 1-104, 10-104 and Article VII of the Bill of Rights. Further, the Secured Party is "Holder in Due Course" of the deficient account by his Acceptance, and retains first priority and by Acceptance of said "Claim" has eliminated any controversy in the matter. This property is Bonded, subject to a prior superior UCC claim, and is Exempt from Levy.

The Analysis and Control Division of the IRS has received from The Secretary of the Treasury the required originals of the Bonded Registered Bill of Exchange and the claim stamped "Accepted For Value." You have now been served Notice that the original documents were received at the Department of the Treasury and have not been returned dishonored by the Secretary. Therefore, in accordance with HALLENBECH vs. LEIMERT, 296 U.S. 116 your office is now authorized to ledger an equal credit and debit through the Treasury Tax and Loan Account in the amount of the stamped claim and the amount stipulated on the Bonded Registered Bill of Exchange. Make copies of these documents for the Claimant's file and forward the documents with the monthly statement to the IRS. Also, send a set of copies to the Secretary of the Treasury. Credit the designated account and place a hold for fifteen (15) days on the funds. If there is no question or dishonor in that required time then the hold can be released and the transfer has been completed. Any fees charged by the bank for this service must be agreed to and accounted for at the time the transaction is made. Ignore or reject this presentment then this stands as formal demand for Confidential Commercial Information in this matter be presented before an authorized Data Integrity Board as prescribed by law.

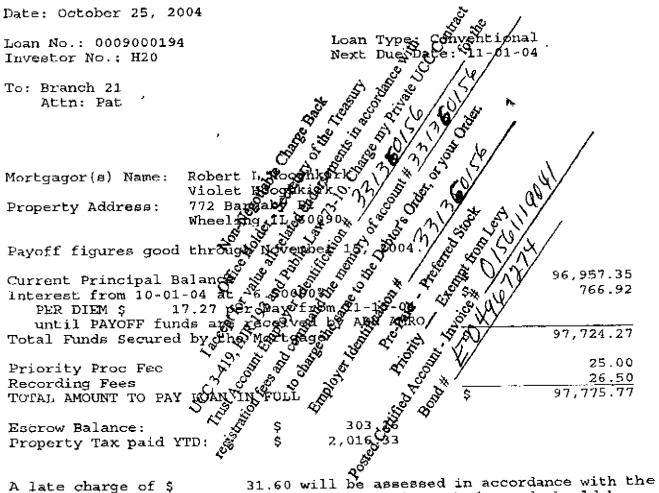
Sincerely,

Violet A. Hooghkub Violet A. Hooghkirk, Secured Party

Cc: Dale Hart - CSB/IRS SP Handling Office - 5000 Ellin Road - Lanham, Maryland 20706 Robert Cloonan - IRS - P.O. Box 245 - Bensalem, Pennsylvania 19020

## Related Points and Authorities including stare decisis supporting the use of Bills of Exchange as legal tender and negotiable instruments for discharge of private and public debt

- 73rd Congressional Session Chs 48, 49
- United Tobacco Warehouse vs. Wells 490 SW 2d 152 (1973)
- UCC Section 9333(a), CCP 488.010, CCP 153 subparagraph 3, Sec. 1106(1)
- California Bank Code 484(a)
- Public Policy HJR -- 192
- Guaranty Trust of New York vs. Henwood, et al 59 S CT 847 (1933) FN3 NOS 384, 485
- Public Law 73-10 as codified in the Henwood case
- USC Title 12, Section 95(A)(1)(a) Section 411
- The Foreign Sovereign Immunity Act
- Commercial Federal Banking Codes Regulation J, Section 210.2(k)
- Witkin Negotiable Instruments, Vol. III and Supplements
- UCC Article III and Supplements
- Spencer vs. Sterling Bank 63 Cal Ap 4th 1055
- UCC 3-103, 3-104(c), 3-603 and 604
- Internal Revenue Code Johnson vs. So. California Edison Co. (2002)
- Internal Revenue Code Vol. III 2002 6311(b)(c) d (1)(d)(2)
- Internal Revenue Code Subsection 6311 Publication (b)1 98-469
- Internal Revenue Regulation 2002 Reg Sec. 403.58 (acceptable forms of payment)
- Bank One vs. Ward, Fugate et al, 7th Judicial Circuit Court, Florida Div. 31; Case No. 2001-31518 Ci Ci Subsection (b)(2)
- United /State vs. Loran Troescher, US District Court, Central District of California Judge Steven V, Wilson Case No. 93-5736 (1993) Court Order filed December 1997
- The Consolidate Annual Financial Report (CAFR) Bureau
- Bureau of Engraving has acknowledged along with CAFR documents verifying that Federal Reserve Notes are Bonded Instruments backed by Certificates of Live Birth; The same Bond Serial Numbers that appear on each FRN are found on the back of Certificates of Live Berth and Social Security Cards.
- USC Title 15, Section 1666 1; Section 170 Truth in Lending
- Congressional Record Vol. 123, pages 633-635 (1975)
- Diversified Metal Products vs. T-Bow Company Trust, IRS, et al USDC 93-405-E-EJL Justice
- Department Answer by DOJ attorneys Betty Richardson and Richard Ward.
- UCC cites on Collection Witkin Negotiable Instruments, Vol. III, pages 326-354 and pages
- USC Title 12, Section 630,343,342,85,1831d, 373
- California Financial Code Sections 3350-3369, 3500-3548, 14750-14768, 1220-1239, 5100-5124, 16430-16431
- New York State Consolidated Laws Article XIII-B, Section 6409.III
- Revised Code of Washington RCW 4.16.270, 484.050, RCW 30.08.140, RCW 5.52.040, RCW 30.08.150, RCW 30.42.120, RCW 31.45.070, RCW 32.05.140, RCW 32.20, RCW 48.11.080, RCW 33.12.010, RCW 32.20.220
- Hallenbech vs. Leimert, 295 US 116 (1935)
- Hopp vs. Chow, California Superior Court Case No. SVC 39732 (2002)
- United States vs. Jerry Williamson W91-CR-38(6)
- Numerous "Accepted for Value" references with the Office of Management and Budget, Office of the Comptroller of the Currency and the Department of the Treasury Financial Management Service.



A late charge of \$ 31.60 will be assessed in accordance with the mortgage agreement after a current payment is past due and should be added to the payoff amount.

In the event that default occurs prior to receiving the payoff funds in our office, additional charges and/or fees may be due. Please verify the total amount due prior to remitting the funds.

XP001 127 S6K

Important Information About Your Payoff

Attn: 0009000194



ABN AMRO Morigage Group, Inc. 800/783-8900 FAX: 248/457-5404

Please be advised that all payoff checks need to be made payable to "ABN AMRO Mortgage", who is the servicer of this loan. All payoff checks must be mailed or delivered to the following address:

Wholesale Lockbox Dept. 6400 ABN AMRO Mortgage 540 West Madison Chicago, IL 60661-6400

NOTE: THE LENDER OBJECTS TO THE RECORDING OF A CERTIFICATE OF RELEASE OR AN AFFIDAVIT OF SATISFACTION EXECUTED BY A TITLE INSURANCE COMPANY OR BY ANY OTHER PARTY OTHER THAN THE LENDER IN CONNECTION WITH THE MORTGAGE/DEED OF TRUST SECURING THE LOAN MENTIONED ON THIS PAYOFF STATEMENT.

NOTE: THE LENDER OBJECTS TO THE RECORDING OF A CERTIFICATE OF RELEASE OR AN AFFIDAVIT OF SATISFACTION EXECUTED BY A TITLE

INSURANCE COMPANY OR BY ANY OTHER PARTY OTHER THAN THE LENDER IN

Payoff Wire Instructions: To have the payoff credited on the day of payment, we must receive the wire transfer by

1:00 p.m. (ET). You must include the following information:

Standard Federal Bank Troy, Michigan ABA Number; 072 000 805 Bank Account Number: 105-4150825

CONNECTION WITH THE MORTGAGE/DEED OF TRUST SECURING THE LOAN MENTIONED ON THIS PAYOFF STATEMENT.

All Lien Release items must be sent to:

Mortgage Loan Number:

Lien Release Dept. FL6-236 ABN AMRO Montgage 7159 Corklan Drive Jacksonville, F1. 32258

NOTE: THE LENDER OBJECTS TO THE RECORDING OF A CERTIFICATE OF RELEASE OR AN AFFIDAVIT OF SATISFACTION EXECUTED BY A TITLE INSURANCE COMPANY OR BY ANY OTHER PARTY OTHER THAN THE LENDER IN CONNECTION WITH THE MORTGAGE/DEED OF TRUST SECURING THE LOAN MENTIONED ON THIS PAYOFF STATEMENT

All other correspondence items must be sent to:

Customer Service Dept. M0904-470 ABN AMRO Mortgage 2600 West Big Beaver Road Troy, Michigan 48084

Our office recognizes national holidays. Funds received on weekends or holidays will be posted the next business day.

Future Monthly Payments:

Issuance of this statement does not suspend the contractual requirement to remit monthly payments as they become due. A tate charge will be assessed in accordance with the mortgage agreement after a current payment is past due and should be added to the payoff total if applicable.

Automatic Drafting Program:

If the payment is automatically drafted, the next payment will be deducted unless we are notified in writing ten (10) business days prior to the draft date. The drafting may be canceled by calling our Customer Service Department at (800) 783-8900, or the request may be faxed to (904) 288-5053.

Payoff Statement:

This is a tentative statement and is subject to audit. These figures will be adjusted if any check/draft previously received and applied to the account is returned by the institution upon which it is drawn. The figures will be adjusted if a disbursement for mortgage insurance, taxes and/or insurance causes an escrow overdealt. All figures must be verified prior to closing or the disbursement of closing funds.

If the funds received are insufficient to pay the loan in full, we will deduct the appropriate funds from the escrow account (if such funds are available). Any remaining escrow funds will be refunded to the borrower 30 days from the date of payoff. When remitting the payoff, please include: a current mailing address for the borrower to ensure proper delivery of any remaining escrow funds.

Unless the loan is refinanced with ABN AMRO Mortgage Group, Inc., please have the insurance agent delete ABN AMRO Mortgage Group, Inc. as the loss payce and billing address on the property insurance policy. Also, contact the taxing authority to request tax bills be mailed to the proper party for payment. NOTE: Any tax or insurance bills received by ABN AMRO Mortgage Group, Inc. on or after the date we receive the payoff funds will not be paid from the escrew account for this loan and those bills will not be returned. It is important to make sure that all such tax and insurance bills are paid either directly by the borrower or from the escrow account of any new loan obtained.

Collection of prepayment interest on FHA loans insured after August 2, 1985. A full payment of your mortgage is accepted on the first day of any month during the mortgage term; or the prepayment is accepted whenever tendered with interest paid to the first day of the month following the date prepayment is received. It is to your advantage to arrange closing so that the prepayment reaches us on or before the first business day of the month

Affiliate Banks: LaSalle Bank N.A. Standard Federal Bank N.A.

### **ORIGINAL**

### SILVER SURETY BOND



Doc#: 0425832052

Eugene "Gene" Moore Fee: \$30,50 Cook County Recorder of Deeds Date: 09/14/2004 02:38 PM Pg: 1 of 4

County of Cook State of Illinois

I, Violet A. Hooghkirk, do hereby enter myself security for costs in the cause, and acknowledge myself bound to pay or cause to be paid (effect payment) all costs which may accrue in such actions upon proof of claim and proof of loss to any party injured by any UNBONDED claim presented against VIOLET A. HOOGHKIRK. And, I, Violet A. Hooghkirk underwrite with my private exemption, VIOLET A. HOOGHKIRK all such costs that may be proven.

		C)			-	<del></del>	/	
Dated t	his_	<u> </u>	day	of	<u> کر</u>	<u> </u>	(ze <b>/2</b> 004	Ŧ.

Violet A. Hooghkirk, agent

Actio non datur non damnificato

## JUSTIFICATION OF SURETY SUBROGATION

County of Cook	)	
•	) ss	
State of Illinois	)	
aforesaid, surety on the bond that she is seized of her rig liabilities, in property not ex unencumbered estate of the this State and/or the District	efore me CORINA CASTANEDA, a I	ed says ets and a clear tion of

<b>⊘</b>					
		RECEIV SECRETALA D UNIFORM COMM	ED FISTATE		
		uniform com.	CODE DI	V.	
UCC FINANCING	STATEMENT 5 (front and back) CAREFULLY	2004 OCT 13 F	M 4: 30	)	
	ONTACT AT FILER (options)				
6. SEND ACKNOWLEDGE	MENT TO: (Name and Address)				
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c/o 772 BA	RNABY PLACE		S0 <b>9</b>	20,00 MU IL 15:04	9166 <b>85</b> 8 FS
WHEELI	NG, ILLINOIS [60092]	}			
		i			
			SPACE IS FO	R FILING OFFICE USE	ONLY
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OR TO INDIVIDUAL'S LAST	No.	FIRST NAME	ANDOLE N	AME	SUFFIX
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14, TAX IO #: SSN OR EIN	ORGANIZATION DBA	USA	jig. ORGA	NGATIONAL ID #, If any	XHONE
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OR 25. INONIQUAL'S LAST	NAME	PARIST NAME	MICOLE !	IAME	gurrix.
2c MAILING ADDRESS  C/O P. O. BOX	71	GENEVA	STATE II.	60134	USA
24. TAX IO #: BSN OR EIN	ADDIL INFO RE 20, TYPE OF ORGANIZATION	2. AJRISOICTION OF ORGANIZATION USA	20. ORG/	INIZATIONAL ID #, if pry	
3 SECURED PARTYS	DEBTOR DEBTOR DESCRIPTION DESCRIPTION DESCRIPTION DE CONTROL DE CO		) <del> </del>		X NONE
36. ORGANIZATIONS N					···
OR 36. MONADUAL'S LAST		VIOLET	ALB		SUFFIX
HOOGHKIR	AF 17	Kity	STATE	POSTAL CODE	COUNTRY
C/O 772 BARN	ABY PLACE	WHEELING	HTMM	[60092]	USA
HEREAFTER ACC IN FAVOR OF TH IN THE POSSESSI NOTICE: IN ACC REGISTRY AS A 7 SAME AS PUBLIC #112-69-0072702, # ACCOUNT# ADJUSTMENT OF PROCEEDS, PROF DEBTOR. SILVER BOND (SI 6. ALTERNATIVE DESIGNA ESTATE RECORDS. 6. OPTIONAL FRER REFERS	THIS FILING IS FROM PUBLIC IDUCTS, ACCOUNTS, FIXTURES A EE ATTACHED) THOM [If applicable] LESSEA ESSOR CONE TEMENT IS TO SEE field flor record (or recorded) in the NO- ARISTO Additional In a society (or recorded) in the NO- ARISTO Additional In a society (or recorded) in the NO- ARISTO Additional In a society (or recorded) in the NO- ARISTO Additional In a society (or recorded) in the NO- ARISTO Additional In a society (or recorded) in the NO- ARISTO Additional In a society (or recorded) in the NO- ARISTO Additional In a society (or recorded) in the NO- ARISTO Additional In a society (or recorded) in the NO- ARISTO ADDITIONAL IN AR	AS COLLATERAL FOR SECUE D IN A TRUE, COMPLETE NO TY - THIS IS THE ENTRY OF THE FOLLOWING PROPERTY RANSACTION: 8558027 FS; CE YER IDENTIFICATION ACCEPTED FOR VALUE AND POLICY HIR-192, PUBLIC LA AND THE ORDERS THEREFRO  SEGMET CONSIGNOR BALLETBALOR AND THE ORDERS THEREFRO  SEGMET CONSIGNOR BALLETBALOR AND THE ORDERS THEREFRO  SEGMET CONSIGNOR BALLETBALOR AND THE ORDERS THEREFRO  SECURED PARTY:	RING CON STARIZEE HE DEBT IS HEREA RTIFICA' UCO DIS EXEM W 73-10 A' OM ARE R	TRACTUAL OB SECURITY AGO OR IN THE COMY REGISTERED TE OF BIRTH DO CONTRACT TO THE FROM LEVING UCC 10-104. ELEASED TO THE AGUEN	ILIGATION REEMENT  MMERCIAL IN THE OCUMENT: RUST Y. ALL
FILING OFFICE COPY	— NATIONAL UCC FINANCING STATEMENT	r (FORM UCC1) (REV. 07/29/98)	whit	H. Hoo	appeir

Evidence "B-1"

Date: November 19, 2004

Mr. John W. Snow, Secretary Department of the Treasury 1500 Pennsylvania Ave. NW Washington, D.C. 20220

Certified Mail Article Number 7004 1350 0002 0399 5398

### BONDED REGISTERED BILL OF EXCHANGE IN ACCORD WITH HJR-192 NOT SUBJECT TO NEGOTIABILITY

RE: CHARGEBACK of PERSONAL UCC CONTRACT TRUST ACCRUAL:

Dear Mr. Snow, Secretary-in-charge:

Enclosed are documents (copies) from examination of VIOLET A SMITH'S, ROBERT L HOOGHKIRK'S VIOLET HOOGHKIRK'S, Mr Robt L Hooghkirk's, Robert L Hooghkirk's Violet Hooghkirk's, Commercial Agreements, which are listed on the enclosed (accounting), with Receipts and other evidence that have been accepted for assessed value and hereby returned for settlement and closure of this accounting along with all related endorsements front and back to include those in accord with UCC-3-419.

The total amount of this BONDED REGISTERED BILL OF EXCHANGE enclosed is \$120,167.94.

Please Chargeback the Undersigned's UCC Contract Trust, # \_\_\_\_\_\_\_\_, for the same value, and charge the account for the fees necessary for securing and registration (for the priority exchange for the tax exemption to discharge the public liability) of the personal possessions, and command Memory of account to charge the same to the Debtor's Order or your Order.

This POSTED Certified Trust Accrual, a graph of the Undersigned's tax estimate, is directed for use (priority) for the Republic (Article IV, Section IV of the original United States Constitution) in accord with public policy HJR-192, (discharge of the public debt.)

Mr. John W. Snow, Secretary-in-charge and/or your Deputy-in-charge, are to take the Undersigned's acceptance (BA), this Article Seven receipt, in exchange for the tax exemption priority. This BONDED REGISTERED BILL OF EXCHANGE, in accord with HJR-192, Public Law 73-10 is hereby presented for the receiver to the Federal Window, for settlement, (EFT), which must be within the three (3) day Truth-in-Lending time (Reg. Z).

With this POSTED transaction the CHARGEBACK charges documented by the enclosed forms, for use by the Republic, is complete.

ATTACHED INVOICE NUMBERS: 01561119041, 9042, 9043, 9044, 9045

Until then, I am

Very Truly,

Wielet A. Hoghbirk Violet A. Hooghkirk, Secured Party

EIN #

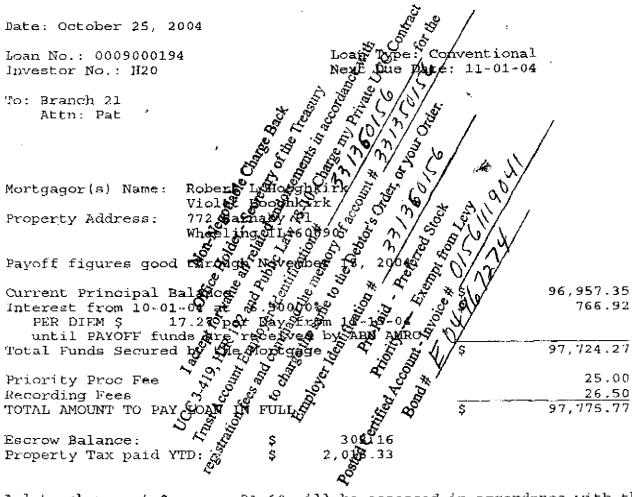
c/o 772 Barnaby Place

Wheeling, Illinois [60090]

C -file Bond #E04967274 Pre-Paid - Preferred Stock

Priority - Exempt from Levy

10/25/2004 4:58 PAGE 002/002 Fax Server



A late charge of \$ 31.60 will be assessed in accordance with the mortgage agreement after a current payment is past due and should be added to the payoff amount.

In the event that default occurs prior to receiving the payoff funds in our office, additional charges and/or fees may be due. Please verify the total amount due prior to remitting the funds.

XP001 127 S6K

### Important Information About Your Payoff



Attn: 0009000194

ABN AMRO Mortgage Group, Inc. 800/783-8900 FAX: 248/457-5404

Please be advised that all payoff checks need to be made payable to "ABN AMRO Mortgage", who is the servicer of this loan. All payoff checks must be mailed or delivered to the following address:

HOTE: THE LENDER OBJECTS TO THE RECORDING OF A CERTIFICATE OF

Wholesale Lockbox Dept. 6400 ABN AMRO Mortgage 540 West Madison Chicago, IL. 60661-6400 NOTE: THE LENDER OBJECTS TO THE RECORDING OF A CERTIFICATE OF RELEASE OR AN AFFIDAVIT OF SATISFACTION EXECUTED BY A TITLE INSURANCE COMPANY OR BY ANY OTHER PARTY OTHER THAN THE LENDER IN CONNECTION WITH THE MORTGAGE/DEED OF TRUST SECURING THE LOAN MENTIONED ON THIS PAYOFF STATEMENT.

Payoff Wire Instructions: To have the payoff credited on the day of payment, we must receive the wire transfer by

1:00 p.m. (ET). You must include the following information:

Standard Federal Bank Troy, Michigan ABA Number: 072 000 805 Bank Account Number: 105-4150825 Mortgage Loan Number: NOTE: THE LENDER OBJECTS TO THE RECORDING OF A CERTIFICATE OF RELEASE OR AN AFFIDAVIT OF SATISFACTION EXECUTED BY A TITLE INSURANCE COMPANY OR BY ANY OTHER PARTY OTHER THAN THE LENDER IN CONNECTION WITH THE MORTGAGE/DEED OF TRUST SECURING THE LOAN MENTIONED ON THIS PAYOFF STATEMENT.

#### All Lice Release items must be sent to:

Lien Release Dept. FL6-236 ABN AMRO Mortgage 7159 Corklan Drive Jacksonville, FL 32258 NOTE: THE LENDER OBJECTS TO THE RECORDING OF A CERTIFICATE OF RELEASE OR AN AFFIDAVIT OF SATISFACTION EXECUTED BY A TITLE INSURANCE COMPANY OR BY ANY OTHER PARTY OTHER THAN THE LENDER IN CONNECTION WITH THE MORTGAGE/DEED OF TRUST SECURING THE LOAN MENTIONED ON THIS PAYOFF STATEMENT

#### All other correspondence items must be sent to:

Customer Service Dept. M0904-470 ABN AMRD Mortgage 2600 West Big Beaver Road Troy, Michigan 48084

Our office recognizes national holidays. Funds received on weekends or holidays will be posted the next business day.

Future Monthly Payments:

Issuance of this statement does not suspend the contractual requirement to remit monthly payments as they become due. A late charge will be assessed in accordance with the mortgage agreement after a current payment is past due and should be added to the payoff total if applicable.

Automatic Brafting Program;

If the payment is automatically drafted, the next payment will be deducted unless we are notified in writing ten (10) business days prior to the draft date. The drafting may be canceled by calling our Customer Service Department at (800) 783-8900, or the request may be faxed to (904) 288-5053.

Payoff Statement:

This is a tentative statement and is subject to audit. These figures will be adjusted if any check/draft previously received and applied to the account is returned by the institution upon which it is drawn. The figures will be adjusted if a disbursement for mortgage insurance, taxes and/or insurance causes an excrew overdraft. All figures must be verified prior to closing or the disbursement of closing funds.

FACTOW

If the funds received are insufficient to pay the loan in full, we will deduct the appropriate funds from the escrow account (if such funds are available). Any remaining escrow funds will be refunded to the borrower 30 days from the date of payoff. When remitting the payoff, please include a current mailing address for the borrower to ensure proper delivery of any remaining escrow funds.

Insurance and Tax

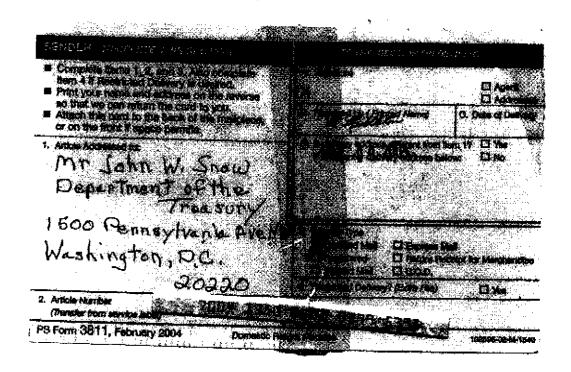
Unless the loan is refinanced with ABN AMRO Mortgage Group, Inc., please have the insurance agent delete ABN AMRO Mortgage Group, Inc. as the loss payee and billing address on the property insurance policy. Also, contact the taxing authority to request tax bills be mailed to the proper party for payment. NOTE: Any tax or insurance bills received by ABN AMRO Mortgage Group, Inc. on or after the date we receive the payoff funds will not be paid from the escrow account for this loan and those bills will not be returned. It is important to make sure that all such tax and insurance bills are paid either directly by the borrower or from the escrow account of any new loan obtained.

FHA Lonns:

Collection of prepayment interest on FHA loans insured after August 2, 1985. A full payment of your mortgage is accepted on the first day of any month during the mortgage term; or the prepayment is accepted whenever tendered with interest paid to the first day of the month following the date prepayment is received. It is to your advantage to arrange closing so that the prepayment reaches us on or before the first business day of the month

Affiliate Banks: LaSalle Bank N.A. Standard Federal Bank N.A.

	P	. <u>_</u>	
	SECRETAR UNIFORM CO		
UCC FINANCING STATEMENT AMENDMEN	NT 2005 APR 18	3 PM 4: 30	
FOLLOW INSTRUCTIONS (front and back) CAREFULLY  A. NAME & PHONE OF CONTACT AT FILER [optional]			
B. SEND ACKNOWLEDGMENT TO: (Name and Address)			
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	d		
	THE ABOVE	SPACE IS FOR FILING OFFICE US	
18. INITIAL FINANCING STATEMENT FILE# 9166858 FS		to be filed (for record) (or record). REAL ESTATE RECORDS.	orded) in the
2 TERMINATION: Effectiveness of the Financing Statement Identified above			
CONTINUATION: Effectiveness of the Financing Statement identified electrication of the additional period provided by applicable law.	boye with respect to security interest(s) of the Sec	ured Party authorizing that Continuation 3	LEIGHWOI 4
4. X ASSIGNMENT (full or partial): Give name of statignes in stary 7s or 7b an			
5. AMENDMENT (PARTY INFORMATION): This Amendment effects to the check one of the following three boxes and provide appropriate information.	In items 8 and/or 7,		
CHANGE name and/or address: Give current record name in Item 6s or 6b; reme (if name change) in item 7s of 7b and/or name address (if address change)	also give new OELETE name: Give record to be deleted in flam 8s of 6t	name ADD name: Complete (sem ttern 7¢; plap complete kems	7a or 7b, and also i 7d-7g (if <u>applicable).</u>
6. CURRENT RECORD INFORMATION:  6. ORGANIZATION'S NAME			
OR ED. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
7. CHANGED (NEW) OR ADDED INFORMATION:			MANAGE A.
ABN AMRO MORTGAGE GROUP, INC.		_	
OR 75 INDIVIDUAL'S LAST NAME	FIRST NAME	MICOLE NAME	SUFFIX
7e. MAILING ADDRESS	CTY	STATE POSTAL CODE	COUNTRY
7159 CORKLAND DRIVE 7d. TAX 10 # SSN OR EIN   ADD'L INFO RE 176, TYPE OF ORGANIZATION	JACKSONVILLE 7/ JURISDICTION OF ORGANIZATION	FL 32258	
ORGANIZATION DELAWARE CORPORAT	TION FLORIDA	363744610	NONE
6. AMENDMENT (COLLATERAL CHANGE): check only one box.  Describe collaboral Deleted of Dedded, or give entire Destaled colling accordance with ucc 9-366 ASSIGNMENT IS HEREIN DESIGNAT THE UNDERSIGNED SECURED PARTY TO ASSIGNEE, ABN AMRO MOR PART 363 TO BE PRESENTED TO THE CLAIMANT TO DISCHARGE THE INCLUDING, BUT NOT LIMITED TO THE ACKNOWLEDGEMENT OF TH ACCOUNT CONTRACT NO. 7241, 7492, 7493, 7484, 7487, 7484, AND 7495 AS ARRIL 21, 2005, JUNE 3, 2005, AND, JULY 24, 2005, AS STATED IN ACCOUNT CONTRACT (CHECK NO. 7444 THAT THE SECURED PARTY HAS WITH JARTY HAS IN HER POSSESSION AN ACKNOWLEDGEMENT OF A CUR INSTRUMENT THE STATEMENT "ENDORSEMENT OF THIS INSTRUMENT.	IED IN THE AMOUNT OF \$97,775,77 FROM THE TEAGE GROUP, INC., THROUGH A BILL OF E CONTRACTED CLAIM. S OF THESE DATES DECEMBER 28, 2004, JANI NT INVOICE NO. 01560524051, AND THE CURR ABN AMRO MORTGAGE CROUP, INC. LASAL BENT NOT DISHONORED CONTRACT INSTR.	EUCC CONTRACT TRUST UNDER THE XCHANGE BONDED, IN ACCORDANG USST-BEARING ESCROW ACCOUNT! ARY 27, 2005, FEBRUARY 15, 2005, MAENT REVISED NOT DISHONORED ACET BANK NA, AND THEIR ACENTS. TO THE TRONT AND RUMENT, NOTE ON THE FRONT AND RUMENT.	NCLUDING IRCH 24, 2005, IREEMENT HE SECURED
I. VIOLET A. HOOGHKIRK & SECURED PARTY, DECLARE UNDER FEN THE STATE IS A VALID AND TRUE ASSIGNMENT COPY OF THE ORIGI 13, 2004 AND TO BE USED TO RELEASE COLLATERAL FOR THE ATTAC THE CLAIM.	IALTY OF PERJURY, THAT THIS UCC-3 AMEN	DMENT FILED WITH THE ILLINOIS, ED BY DOCUMENT NUMBER 91448SE	3 (0 . W) \ \V\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS adds collateral or adds the authorizing Debtor, or if this is a Termination author		ighment). If this is an Amendment authorized DEBTOR authorizing this Amendment,	ed by a Debtor which
98 ORGANIZATION'S NAME			
OR 96. INDIVIDUAL'S LAST NAME HOOGHKIRK	FIRST NAME VIOLET	MIODLE NAME ALBERTA	SUFFIX
10. OPTIONAL FILER REFERENCE DATA	1		• /
	cured Party: [Latof 18	esta Horgan	u Do
FILING OFFICE COPY NATIONAL UCC FINANCING STATEM	ENT AMENDMENT (FORM UCC3) (REV.	to Hoogh binds Evidence "	B-1"





Certified Mail Aruicle No. 7004 2510 0005 3326 ∠198

### ACTUAL AND CONSTRUCTIVE NOTICE

Attn: Unidentified Agent LaSalle Bank, N.A. Dept. 8144 - 135 S. LaSalle Street

Violet A. Hooghkirk, Secured Party c/o 772 Barnaby Place Wheeling, Illinois [60090] Chicago, Illinois 60674-8144

### NON-NEGOTIABLE - ACCEPTANCE FOR VALUE

Re: Letter of Advice

Date: May 25, 2005

The Undersigned is the Secured Party authorized to speak for and respond on behalf of the recipient of the attached document. The attached Notice presents a claim that the Claimant holds against the named recipient.

The following Notice and Instruction is hereby given to: Unidentified Agent, Co-parties and Officers who submitted the attached public offering to VIOLET A. HOOGHKIRK #331-35-0156. The original presentments are "Accepted For Value" front and back and returned for adjustment, Settlement and Closure. The original "Accepted For Value" presentments have been submitted to John W. Snow, Trustee, for discharge under Public Policy with Exempt Exchange Item #1009, which he has acknowledged without dishonor in accordance with the Administrative Procedures Act at 5 USC 706.

In the matter described above, in accordance with USC Title IV, Sec. 401(Federal Reserve Act); Title XII; Title XXVIII, Sec. 1641; the Foreign Sovereign Immunity Act and in lieu of continued controversy, the Undersigned Secured Party "Holder in Due Course" of the Preferred Stock of the Corporation (United States-February 21, 1871; 16 Stat. I. 419): holds a prior, superior claim on the DEBTOR and Accepts for Value and Bonds this commercial presentment, in full accord with HJR-192 (June 5, 1933), Public Law 73-10, UCC 3-419, 1-104, 10-104 and Article VII of the Bill of Rights. Further, the Secured Party is "Holder in Due Course" of the deficient account by his Acceptance, and retains first priority and by Acceptance of said "Claim" has eliminated any controversy in the matter. This property is Bonded, subject to a prior superior UCC claim, and is Exempt from Levy.

The Analysis and Control Division of the IRS has received from The Secretary of the Treasury the required originals of the Bonded Registered Bill of Exchange and the claim stamped "Accepted For Value." You have now been served Notice that the original documents were received at the Department of the Treasury and the Undersigned has acknowledgment from the Secretary without dishonor. Therefore, in accordance with HALLENBECK vs. LEIMERT, 295 U.S. 116 your office is now authorized to ledger an equal credit and debit through the bank's Treasury Tax and Loan Account in the amount of the stamped claim and the amount stipulated on the Bonded Registered Bill of Exchange. Make copies of these documents for the Claimant's file and forward the documents with the monthly bank statement to the IRS. Also, send a set of copies to the Secretary of the Treasury. The bank is to credit the designated account and place a hold for fifteen (15) days on the funds. If there is no question or dishonor in that required time then the hold can be released and the transfer has been completed. Any fees charged by the bank for this service must be agreed to and accounted for at the time the transaction is made. Ignore or reject adjusting the account in accord with this presentment then this is Notice and Demand that all Confidential Commercial Information in this matter be presented before the authorized Treasury Data Integrity Board for determination as prescribed by law under Treasury Directive 25-06 and that a Comptroller of the Currency Investigation be commenced under 5 USC 552(a)(d).

Sincerely,

Violet A. Hooghkirk, Secured Party

Cc: Kevin Brown- CSB/IRS SP Handling Office - 5000 Ellin Road - Lanham, Maryland 20706 Robert Cloonan - IRS - P.O. Box 245 - Bensalem, Pennsylvania 19020

Evidence "B-1a"



## Related Points and Authorities including stare decisis supporting the use of Bills of Exchange as legal tender and negotiable instruments for discharge of private and public debt

- 73rd Congressional Session Chs 48, 49
- United Tobacco Warehouse vs. Wells 490 SW 2d 152 (1973)
- UCC Section 9333(a), CCP 488.010, CCP 153 subparagraph 3, Sec. 1106(1)
- California Bank Code 484(a)
- Public Policy HJR 192
- Guaranty Trust of New York vs. Henwood, ct al 59 S CT 847 (1933) FN3 NOS 384, 485
- Public Law 73-10 as codified in the Henwood case
- USC Title 12, Section 95(A)(1)(a) Section 411
- The Foreign Sovereign Immunity Act
- Commercial Federal Banking Codes Regulation J, Section 210.2(k)
- Witkin Negotiable Instruments, Vol. III and Supplements
- UCC Article III and Supplements
- Spencer vs. Sterling Bank 63 Cal Ap 4th 1055
- UCC 3-103, 3-104(c), 3-603 and 604
- Internal Revenue Code Johnson vs. So. California Edison Co. (2002)
- Internal Revenue Code Vol. III 2002 6311(b)(c) d (1)(d)(2)
- Internal Revenue Code Subsection 6311 Publication (b)1 98-469
- Internal Revenue Regulation 2002 Reg Sec. 403.58 (acceptable forms of payment)
- Bank One vs. Ward, Fugate et al, 7th Judicial Circuit Court, Florida Div. 31; Case No. 2001-31518 Ci Ci Subsection (b)(2)
- United /State vs. Loran Troescher, US District Court, Central District of California Judge Steven V. Wilson Case No. 93-5736 (1993) Court Order filed December 1997
- The Consolidate Annual Financial Report (CAFR) Bureau
- Bureau of Engraving has acknowledged along with CAFR documents verifying that Federal Reserve Notes are Bonded Instruments backed by Certificates of Live Birth; The same Bond Serial Numbers that appear on each FRN are found on the back of Certificates of Live Berth and Social Security Cards.
- USC Title 15, Section 1666 1; Section 170 Truth in Lending
- Congressional Record Vol. 123, pages 633-635 (1975)
- Diversified Metal Products vs. T-Bow Company Trust, IRS, et al USDC 93-405-E-EJL Justice
- Department Answer by DOJ attorneys Betty Richardson and Richard Ward.
- UCC cites on Collection Witkin Negotiable Instruments, Vol. III, pages 326-354 and pages
- USC Title 12, Section 630,343,342,85,1831d, 373
- California Financial Code Sections 3350-3369, 3500-3548, 14750-14768, 1220-1239, 5100-5124, 16430-16431
- New York State Consolidated Laws Article XIII-B, Section 6409.III
- Revised Code of Washington RCW 4.16.270, 484.050, RCW 30.08.140, RCW 5.52.040, RCW 30.08.150, RCW 30.42.120, RCW 31.45.070, RCW 32.05.140, RCW 32.20, RCW 48.11.080, RCW 33.12.010, RCW 32.20.220
- Hallenbech vs. Leimert, 295 US 116 (1935)
- Hopp vs. Chow, California Superior Court Case No. SVC 39732 (2002)
- United States vs. Jerry Williamson W91-CR-38(6)
- Numerous "Accepted for Value" references with the Office of Management and Budget, Office of the Comptroller of the Currency and the Department of the Treasury Financial Management Service.

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096

ROBERY L HOOGHKIRK VIOLET HOOGHKIRK

772 BARNABY PL

Credit Limit: +

Average Daily Balance

6.153.34

WHEELING IL 60090-2611

IMPORTANT

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5.HadleeathrshahdasHashaaHdaahlasHlasd LaSalle Bank N. A.

846.66

Dept. 8144

135 S. LaSalle St.

Chicago, Illinois 60674-8144

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0.0164355 %

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7,000.00

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Credit Available: 🛊

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AMMUAL PERCENTAGE RATE

6.000 %



MAKE YOUR PAYMENT ONLINE: EY.COM UNDER BANKING WWW.SAME D'S RATE INDEX IS 5.75% PAGE 1 of 1

Dave in Cycle

30

End of Statement

### ORIGINAL

### SILVER SURETY BOND

SILVER SUREIT BOW

County of Cook State of Illinois

County of Cook

Doc#: 0425832052 Eugene "Gene" Moore Fee: \$30,50 Cook County Recorder of Deeds Date: 09/14/2004 02:38 PM Fig: 1 of 4

I, Violet A. Hooghkirk, do hereby enter myself security for costs in the cause, and acknowledge myself bound to pay or cause to be paid (effect payment) all costs which may accrue in such actions upon proof of claim and proof of loss to any party injured by any UNBONDED claim presented against VIOLET A. HOOGHKIRK. And, I, Violet A. Hooghkirk underwrite with my private exemption, VIOLET A. HOOGHKIRK all such costs that may be proven.

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75 . 1.11	9		Cartand
Dated this	O	day of	<u>Septemb</u> er2004.

Violet A. Hooghkirk, agent

Actio non datur non damnificato

## JUSTIFICATION OF SURETY SUBROGATION

88

State of Immois	,			
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that she is seized of her r	right mind, and tha	at over and abo	ve all of her just of	debts and
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-009-9906<del>00990999</del>

5. ALTERNATIVE DEBIGNATION | Flamphicable| LESSEELESSOR | CONSIGNEE/CONSIGNOR | BALLEF/BALOR | SELLERBUYER | AG. LYEN | MON-LUCG FILING |

FOR PRIANCING STATEMENT IN IG BO Blad for record; (ST MACHIGA) in the REAL | 7. CHACK IS RECUEST SEARCH REPORT(S) on Deblor(s) | As Deblor(s) | Deblor 2 |

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SILVER BOND (SEE ATTACHED)

Evidence "B-1a"

Date: May 25, 2005

Mr. John W. Snow, Secretary Department of the Treasury 1500 Pennsylvania Ave. NW Washington, D.C. 20220

Certified Mail Article Number: 70042510 0005 33262143

Filed 12/12/20

### BONDED REGISTERED BILL OF EXCHANGE IN ACCORD WITH HJR-192 NOT SUBJECT TO NEGOTIABILITY

RE: CHARGEBACK of PERSONAL UCC CONTRACT TRUST ACCRUAL:

Dear Mr. Snow, Secretary-in-charge:

Enclosed are documents (copies) from examination of the Undersigned's Commercial Agreements, which are listed on the enclosed (accounting), with Receipts and other evidence that have been accepted for value all related endorsements front and back to include those in accord with UCC-3-419. The total amount of this BONDED REGISTERED BILL, OF EXCHANGE enclosed is \$6,187.40.

Please Chargeback the Undersigned's UCC Contract Trust, # 2000 for the same value, and charge the account for the fees necessary for securing and registration (for the priority exchange for the tax exemption to discharge the public liability) of the personal possessions, and command Memory of account # to charge the same to the Debtor's Order or your Order.

This POSTED Certified Trust Accrual, # Undersigned's tax estimate, is directed for use (priority) for the Republic (Article IV, Section IV of the original United States Constitution) in accord with public policy HJR-192, (discharge of the public debt.)

Mr. John W. Snow, Secretary-in-charge and/or your Deputy-in-charge, are to take the Undersigned's acceptance (BA), this Article Seven receipt, in exchange for the tax exemption priority. This BONDED REGISTERED BILL OF EXCHANGE, in accord with HJR-192, Public Law 73-10 is hereby presented for the receiver to the Federal Window, for settlement, (EFT), which must be within the three (3) day Truth-in-Lending time (Reg. Z).

With this POSTED transaction the CHARGEBACK charges documented by the enclosed forms, for use by the Republic, is complete. The Return Receipt Notice is accepted as acknowledgement from the Secretary of the Treasury without dishonor.

ATTACHED INVOICE NUMBERS: 01560525051

Until then, I am

enclosures

C - file

Very Truly,

Violet A. Hooghkirk, Secured Party

Employer Identification Number

c/o 772 Barnaby Place

Wheeling, Illinois [60090]

Bond # E04967274

Pre-Paid - Preferred Stock

Priority - Exempt from Levy

096

Illight, lleghliden illigent billight ROBERT L HOOGHKIRK VIOLET HOOGHKIRK 772 BARNABY PL MHEELING IL 6009C-2611 It payment is not to be autometically deducted from your checking account.

Nake your check payable to. Lasake Bank N. A.

Please units your account number on the focu of your check.

IMPORTANT

- Please write your account number on the foce of your check - Detech and return this parties with your payment to.

Identical Identification Identified LaSalle Bank N. A. Dept. 8144 135 S. LaSalle St. Chicago, Illinois 50674-8144

98002 096 001 206 7300418352 000003196

LaSelle Bank N. A. EQUITY LINE OF CREDIT

Member FDIC Account No. 206-07300418352

The closing balance may be paid in full without penalty. After the closing date, the balance will change with each day's additional tinance charge and each new transaction. For the current payoff amount, please contact the bank at 1-866-481-4600 (CR indicates credit amount).

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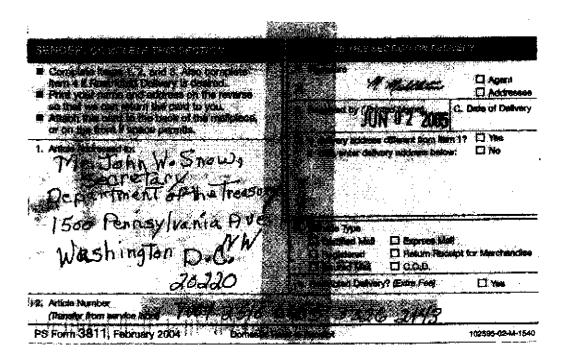


MAKE YOUR PAYMENT ONLINE: WWW.SPEEDPAY.COM UNDER BANKING THE MEXT PERIOD'S RATE INDEX IS 5.75% PAGE 1 of 1

End of Statement

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UCC FINANCING STATEMENT AME	NDMENT		2006 APR 1	8 PM	<b>4:3</b> 0	
FOLLOW INSTRUCTIONS (front and back) CAREFULLY  A. NAME & PHONE OF CONTACT AT FILER (optional)						
B. SEND ACKNOWLEDGMENT TO: (Name and Address) VIOLET A. HOOGHKIRK ©				0 <b>0</b> 0 50\$)	104/18/06:1 20.00 MU IL 13:42	07: <b>7945:</b> <b>88</b> 10146 PS
SECURED PARTY C/o 772 BARNABY PLACE WHEELING, ILLINOIS [600						
1						
18. INITIAL FINANCING STATEMENT FILE N	<del></del>		THE ABOVE SPACE			USE ONLY
9166858 FS				C to be	filed [for record] (or record)	ecorded) in the
TERMINATION: Effectiveness of the Financing Statement     CONTINUATION: Effectiveness of the Financing Statement continued for the additional period provided by applicable is	w evode belitnebi tren					***************************************
4. ASSIGNMENT (full or panist): Give name of assignes in		esa of eeeignee in hem 7c; e	nd also give name of s	esignar in l	em 9.	
5. AMENDMENT (PARTY INFORMATION): This amendment Also charts one of the following three boxes and provide appropria	1 3	-1.1	serd. Check only <u>dire</u>	of these to	AC DOXAR.	
CHANCE name and/or address: Give current record name in name (if name change) in item 7s or 7b and/or naw address  6. CURRENT RECORD INFORMATION:  8s. ORGANIZATION'S NAME			ns: Give record name in item Sa or 65.	□ AĎ lien	O name: Complete its 5 79; etso complete its	m 7e or 7b, and also ans 7d-7g (if applicable)
OR 65. INDIVIDUAL'S LAST NAME	FI	IRST NAME	<del></del> -	MIDDLE	IAME	SUFFIX
7. CHANGED (NEW) OR ADDED INFORMATION:  (7a ORGANIZATIONS NAME  LASALLE BANK NA				<u> </u>		, , , , , , , , , , , , , , , , , , ,
OR 76. INDIVIDUAL'S LAST NAME	F	IRST NAME		MIDDLE	NAME	SUFFIX
7c MAILING ADDRESS 1355 W. DUNDEE ROAD	1 -	BUFFALO GRO	OVE	STATE	60089	COUNTRY USA
7d. TAX ID #: SSN OR EIN ADD'L INFO RE 7e. TYPE OF O ORGANIZATION LASALLE BA		r. JURISOICTION OF ORGA ILLINOIS	MIZATION	1 '	anizational id #, if 84183	∎ny None
8. AMENOMENT (COLLATERAL CHANGE): chock only a Describe colleteral polisted or pidded, or give entire ity accordance with ucc 9-406 assignment is a CONTROL OF THE UNDERSIGNED SECURED PARTY CFR 31 AT PART 203 TO BE PRESENTED TO THE CLAIM INCLUDING, BUT NOT LIMITED TO THE CURRENT I WITH LASALLE BANK NA, ABN AMRO MORTGAGE ACKNOWLEDGEMENT OF A CURRENT NOT DISOCHARGE OF THIS CLAIM IS PAID F DISCHARGE OF THIS CLAIM.  I, VIOLET A. HOOGHKIRK C. SECURED PARTY, DEC SECRETARY OF THE STATE IS A VALID AND TRUE, NUMBER 9164858 FS., ON OCTOBER 13, 2004 AND TO STATED HEREIN FOR FUNDING THE DISCHARGE OF SECURED PARTY OF RECORD AUTHO adds collateral or adds the authorizing Debtor, or if this is a Tell St. GRGANIZATION'S NAME.	esiated colleteral di HEREIN DESIGNATI TO ASSIGNEE, LAS AIMANT TO DISCHA REVISED NOT DISIJI GROUP, INC., AND TO WORED CONTRACT TULL, AND BACK OF LARE UNDER PENA ASSIGNMENT COPY BE USED TO RELEA F THE CLAIM. RIZING THIS AMENI	MALLE BANK NA, THRO ARGE THE CONTRACT ONORED AGREEMENT THEIR AGENTS. THE SI INSTRUMENT. NOTE OF FTHE INSTRUMENT TI ALTY OF PERJURY, TH Y OF THE ORIGINAL U- ASE COLLATERAL FOR OMENT (name of assence)	F 36,187.40 FROM TOUGH A BILL OF E ED CLAIM.  CONTRACT/ CHE ECURED PARTY HON THE FRONT OF HE STATEMENT "I AT THIS UCC-3 AN EC FINANCING ST THE ATFACHED	CK NO. 3 AS IN HE THE INS ENDORS! MENDME ATEMEN BILL OF	E BONDED, IN AC 421 THAT THE SE R POSSESSION AT TRUMENT STATI EMENT ACKNOW! NT FILED WITH I TO TENTIFIED BY EXCHANGE IN THE	CURED PARTY HAS  S "SIGNING LEDGES FULL  THE ILLINOIS, DOCUMENT HE AMOUNT
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Secured Party: West A Diversato Horaphbirt FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)



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	A 100 CALL TO 100 CALL	· v				

### ACTUAL AND CONSTRUCTIVE NOTICE

Filed 12/12/2

Attn: David Cantwell - President - Chief Financial Officer CHELSEA COVE CONDOMINIUM ASSOCIATION, INC. 624 Bridgeport Wheeling, Illinois 60090

Violet A. Hooghkirk, Secured Party c/o 772 Barnaby Place Wheeling, Illinois [60090]

### NON-NEGOTIABLE - ACCEPTANCE FOR VALUE

Re: Letter of Advice

Date: January 17, 2006

The Undersigned is the Secured Party authorized to speak for and respond on behalf of the recipient of the attached document. The attached Notice presents a claim that the claimant holds against the named recipient.

The following Notice and instruction is here by given to: David Cantwell - President - Chief Financial, and Steven R. Heuberger - Board of Managers - Registered Agent Officer, Co-Parties and Officers who submitted the attached public offering to VIOLET A. HOOGHKIRK #331-36-0156 a "new claim" dated December 5, 2005 See Attachment Invoice No. 01561229051. The original presentments are "Accepted for Value" front and back and returned for adjustment, Settlement and Closure. The original "Accepted for Value" presentments have been submitted to John W. Snow, Trustee, for discharged under Public Policy with Exempt Exchange Item #1009, which he has acknowledge without dishonor in accordance with the Administrative Procedures Act at 5 USC 706.

In the matter described above, in accordance with Public Policy, USC Title IV, Sec. 401(Federal Reserve Act); Title XII; Title XXVIII, Sec. 1641; the Foreign Sovereign Immunity Act and in lieu of continued controversy, the Undersigned Secured Party "Holder in Due Course" of the Preferred Stock of the Corporation (United States-February 21, 1871; 16 Stat. I. 419): holds a prior, superior claim on the DEBTOR, Accepts for Value and Bonds this commercial presentment, in full accord with HJR-192 (June 5, 1933), Public Law 73-10, UCC 3-419, 1-104, 10-104 and Article VII of the Bill of Rights. Further, the Secured Party is "Holder in Due Course" of the deficient account by his Acceptance, and retains first priority and by Acceptance of said "Claim" has eliminated any controversy in the matter. This property is Bonded, subject to a superior UCC claim, and is Exempt from Levy.

The Analysis and Control Division of the IRS has received from The Secretary of Treasury the required originals of the Bonded Registered Bill of Exchange and the claim stamped "Accepts for Value." You have now been served Notice that the original documents were received at the Department of the Treasury and the Undersigned has acknowledgement from the Secretary without dishonor. Therefore, in accordance with HELLENBECK vs. LEIMERT, 296 U.S. 116 your office is now authorized to ledger an equal credit and debit through the bank's Treasury Tax and Loan Account in the amount of the stamped claim and the amount stipulated on the Bonded Registered Bill of Exchange. Make copies of these documents for the Claimant's file and forward the documents with the monthly bank statement to the IRS. Also send a set of copies to the Secretary of Treasury. The bank is to credit the designated account and place a hold for fifteen (15) days on the funds. If there is no question or dishonor in that required time then the hold can be released and the transfer has been completed. Any fees charged by the bank for this service must be agreed to and accounted for at the time the transaction is made. Ignore or reject this adjustment then this is Notice and Demand that all Confidential information in this matter be presented to the authorized Treasury Data Integrity Board for determination as prescribed by law under Treasury Directive 25-06 and that a Comptroller of the Currency investigation be established under Title 5 USC 552(a)(d).

Sincerely, light 4. Horgekirk Violet A. Hooghkirk @ - Secured Party - Creditor

Void where prohibited by Law Cc: Kevin Brown - CSB/FTB SPH Office - 5000 Ellin Rd - Lanham, Maryland 20706

Robert Cloonan - FTB - P.O. Box 245 - Bensalem, Pennsylvania 19020

Robert McCallum of the, President's Corporate Fraud Task Force – DOJ 950 Pennsylvania Ave NW - Washington, D.C. 20530

Lisa Madigan - Attorney General - 500 S. Second St. - Springfield, Illinois 62706

Lisa Madigan - Attorney General - 100 W. Randolph Street, 12th Floor - Chicago, Illinois 60601

J. Russell George -- Acting Treasury Inspector General for Tax Administration 1500 Pennsylvania Ave NW -- Washington, D.C. 20224

Ira L. Hobbs - CIO - Treasury Data Integrity Board

1500 Pennsylvania Ave NW - Washington, D.C. 20224

Steven R. Heuberger – Board of Managers – Registered Agent - Chelsea
Cove Condominium Assoc. - 1035 Garfield Ave - Libertyville, Illinois 60048

Jeffrey Meyers - Secretary - Chelsea Cove Condominium Assoc. -

775 Barnaby Place - Wheeling, Illinois 60090

## Related Points and Authorities including stare decisis supporting the use of Bills of Exchange as legal tender and negotiable instruments for discharge of private and public debt

- 73rd Congressional Session Chs 48, 49
- United Tobacco Warehouse vs. Wells 490 SW 2d 152 (1973)
- UCC Section 9333(a), CCP 488.010, CCP 153 subparagraph 3, Sec. 1106(1)
- California Bank Code 484(a)
- Public Policy HJR 192
- Guaranty Trust of New York vs. Henwood, et al 59 S CT 847 (1933) FN3 NOS 384, 485
- Public Law 73-10 as codified in the Henwood case
- USC Title 12, Section 95(A)(1)(a) Section 411
- The Foreign Sovereign Immunity Act
- Commercial Federal Banking Codes Regulation J, Section 210.2(k)
- Witkin Negotiable Instruments, Vol. III and Supplements
- UCC Article III and Supplements
- Spencer vs. Sterling Bank 63 Cal Ap 4th 1055
- UCC 3-103, 3-104(c), 3-603 and 604
- Internal Revenue Code Johnson vs. So. California Edison Co. (2002)
- Internal Revenue Code Vol. III 2002 6311(b)(c) d (1)(d)(2)
- Internal Revenue Code Subsection 6311 Publication (b)1 98-469
- Internal Revenue Regulation 2002 Reg Sec. 403.58 (acceptable forms of payment)
- Bank One vs. Ward, Fugate et al, 7th Judicial Circuit Court, Florida Div. 31; Case No. 2001-31518 Ci Ci Subsection (b)(2)
- United /State vs. Loran Troescher, US District Court, Central District of California Judge Steven V. Wilson Case No. 93-5736 (1993) Court Order filed December 1997
- The Consolidate Annual Financial Report (CAFR) Bureau
- Bureau of Engraving has acknowledged along with CAFR documents verifying that Federal Reserve Notes are Bonded Instruments backed by Certificates of Live Birth; The same Bond Serial Numbers that appear on each FRN are found on the back of Certificates of Live Berth and Social Security Cards.
- USC Title 15, Section 1666 1; Section 170 Truth in Lending
- Congressional Record Vol. 123, pages 633-635 (1975)
- Diversified Metal Products vs. T-Bow Company Trust, IRS, et al USDC 93-405-E-EJL Justice
- Department Answer by DOJ attorneys Betty Richardson and Richard Ward.
- UCC cites on Collection Witkin Negotiable Instruments, Vol. III, pages 326-354 and pages
- USC Title 12, Section 630,343,342,85,1831d, 373
- California Financial Code Sections 3350-3369, 3500-3548, 14750-14768, 1220-1239, 5100-5124, 16430-16431
- New York State Consolidated Laws Article XIII-B, Section 6409.III
- Revised Code of Washington RCW 4.16.270, 484.050, RCW 30.08.140, RCW 5.52.040, RCW 30.08.150, RCW 30.42.120, RCW 31.45.070, RCW 32.05.140, RCW 32.20, RCW 48.11.080, RCW 33.12.010, RCW 32.20.220
- Hallenbech vs. Leimert, 295 US 116 (1935)
- Hopp vs. Chow, California Superior Court Case No. SVC 39732 (2002)
- United States vs. Jerry Williamson W91-CR-38(6)
- Numerous "Accepted for Value" references with the Office of Management and Budget, Office of the Comptroller of the Currency and the Department of the Treasury Financial Management Service.

12/05/2005 13:56

8473L 28

VILLA MANAGEMENT L.

# VILLA MANAGEMENT, LTD.

iolet Hooghkirk 772 Bernaby Wheeling, IL 80090

December 5, 2005

RE: Validation Request

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Dear Unit Dwner:  The debt obligation has its origin from the Articles of Bules of the Association. One or more of those documents of the Association. One or more of those documents of the Association, one or more of those documents of the Association, of regardless as to whether they were mentioned account.  The specific charges presently outlanding on your attrough the date of: December 31, 2005  a) Regular Assessments: 12,333.00  b) Special Assessments: 23,333.00  c) Late Charge(s); 250.00  d) Legal fees & costs: 90.00  e) Other:  f) Total: 2,923.00  Cut- 109 109 109 105 109 105 108 108							N.	Neme of Creditor: Chainsa Gove Condo Association (Association)  yotificate  Proceduration, and/or Declaration, and/or By-Laws and/or burnings election to levy the charge and/or burnings election to the charge and/or burnings are the subject of the Gourgiants managined above subject to the Gourgiants managined above subject to the Gourgiants managined above subject to the Gourgian of the Condition of the Conditi							
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Legal												90			

inally, now that you have received validation of the debt, notice is hereby given that collection procedures will be minetated seven (7) days from the date of this letter. Please see that the outstanding belonce is paid accordingly.

Vary truly yours,

Cheises Cove Condominium Association (Astrociation)

P.O. Box 7110, Libertyville, Illinois 60048-7110 647/364-9880

Copyright # 1995 by Steven R. Houborger

By: Ville Management, Ltd., Agent

BKF/01

### **ORIGINAL**

## SILVER SURETY BOND



Doc#: 0425832052

Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds Date: 09/14/2004 02:38 PM Pg: 1 of 4

County of Cook State of Illinois

I, Violet A. Hooghkirk, do hereby enter myself security for costs in the cause, and acknowledge myself bound to pay or cause to be paid (effect payment) all costs which may accrue in such actions upon proof of claim and proof of loss to any party injured by any UNBONDED claim presented against VIOLET A. HOOGHKIRK. And, I, Violet A. Hooghkirk underwrite with my private exemption, VIOLET A. HOOGHKIRK all such costs that may be proven.

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Dated	thre		dow	~1	~~ // K K/ M/ K	
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Violet A. Hooghkirk, Sent

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## JUSTIFICATION OF SURETY SUBROGATION

County of Cook	)					
State of Illinois	)	SS				
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this State and/or the Distric		-		^		
Subscribed and sworm to	before n	ne	OKINA	('ASH	ANEDA, a	ı Notary
Public residing in	الصمطن	Illinois.		•		
Notary Q	mede	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	OFFICIAL SE	AL"	9/8/0+	
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		t	SECRÉTASIV MIFORM COMO	OF STATE CODE DI	V.	
UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS (front and beck) CAP A. NAME & PHONE OF CONTACT AT FILER (c)	REFULLY		2004 OCT 13			
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C/O P. O. BOX 71	·	GENEV	A	IL	60134	USA
2d. TAX ID #: SSN OR EIN ADOL INFO RE 28. T ORGANIZATION DESTOR	YPE OF ORGANIZATION  BA	USA	OF ORGANIZATION	29. ORG/	NIZATIONAL ID #, if an	X
3. SECURED PARTY'S NAME (or NAME OF TOT 39. ORGANIZATION'S NAME	AL ASSIGNEE of ASSISTMOR S	(P) - insert only <u>on</u>	secured party rema (3e or	3b)		77.1
OR 35 INDIVIDUAL'S DAST MARE		FIRST NAME		IMIDOLE /	IAME	SUFFIX
HOOGHKIRK		VIOLET.	TO CALLO EAST EAST TO THE POST OF A SHARE E	ALB	ERT POSTAL CODE	COUNTRY
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5. ALTERNATIVE DESIGNATION (If applicable)  E. This FINANCING STATEMENT IS to be filed (for in STATE RECORDS ABEC) Actions in 6. OPTIONAL FILER REFERENCE DATA	SEEALESSOR CONSIG	NEE/CONSIGNOR  17. Check to F (ADOUTO)  Secured	EQUEST SEARCH REPO	SELLERABU RT(S) on Deblor( (ozelenet		NON-LICE FILING Debter 1 Debter 2
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			E	Evide	nce "E	3-1b"

Date: January 3, 2006

Mr. John W. Snow, Secretary Department of the Treasury 1500 Pennsylvania Ave. NW Washington, D.C. 20220

Certified Mail Article number: 7005/820 0000 1882 5944

#### BONDED REGISTERED BILL OF EXCHANGE IN ACCORD WITH HJR-192 NOT SUBJECT TO NEGOTIABILTY

RE: CHARGEBACK of PERSONAL UCC CONTRACT TRUST ACCRUAL.

Dear Mr. Snow, Secretary-in-charge:

Enclosed are documents (copies) from examination of the Undersigned's Commercial Agreements, which are listed on the enclosed (accounting), with Receipts and other evidence that have been accepted for value all related endorsements front and back to include those in accord with UCC 3-419. The total amount of this BONDED REGISTERED BILL OF EXCHANGE enclosed is \$2,923.00

Please Chargeback the Undersigned's UCC Contract Trust # the same value, and charge the account for the fees necessary for securing and registration (for the priority exchange for the tax exemption to discharge the public liability) of the personal possessions, and command Memory of account # \_\_\_\_\_, to charge the same to the Debtor's Order or your Order.

This POSTED Certified Trust Accrual, # Undersigned's tax estimate, is directed for use (priority) for the Republic (Article IV, Section IV of the original United States Constitution) in accord with HJR-192, (discharge of the public debt.)

Mr. John W. Snow, Secretary-in-charge and/ or your Deputy-in-charge, are to take the Undersigned's acceptance (BA), this Article Seven receipt, in exchange for the tax exemption priority. This BONDED REGISTERED BILL OF EXCHANGE, in accord with HJR-192, Public Law 73-10 is hereby presented for the receiver to the Federal Window, for settlement, (EFT), which must be within the three (3) day Truth-in-Lending time (Reg. Z).

With this POSTED transaction the CHARGEBACK charges documented by the enclosed forms, for use by the Republic, is complete. The Return Receipt Notice is accepted as acknowledgement from the Secretary of the Treasury without dishonor.

ATTACHED INVOICE NUMBER: 01561229051.

Until then, I am

Very Truly,

Violet A. Hooghkirk, Secured Party

Employer identification Number

Enclosures c/o 772 Barnaby Place C -- file

Wheeling, Illinois [60090]

Bond # E04967274

Pre-Paid ~ Preferred Stock Priority - Exempt from Levy VILLA MANAGEMENT L

# VILLA MANAGEMENT, LTD.

84/3

/iolet Hooghkirk 72 Barnaby Vheeling, IL 60090

December 5, 2005

RE: Validation Request

Craditor: Chelses Cove Condo Association (Association) Unit Owner: Pursuant to your request the following is a validation of you

) The debt obligation has its origin from the Articles of ine Depigration, and/or By-Laws and/or n to levy the charge and/or Rules of the Association. One on more of those gooding charges presently pending against your account

When you purphesed your unit at The Association a mentioned above regardiess as to whether they were pentioned in your de

The specific charges presently outstain through the date of: December 312200

Regular Assessments:

Special Assessments:

Laza Charge(s):

Logal fees & costs:

Other:

Total:

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Other													

finally, now that you have received validation of the dabt, notice is hereby given that collection procedures will be einstated seven (7) days from the date of this latter. Please see that the outstanding balance is paid secondingly.

Very truly yours.

Chalses Cove Condominium Association (Association)

By: Ville Management, Ltd., Agent

P.O. Box 7110, Libertyville, Illinois 60048-7110 847/364-9880

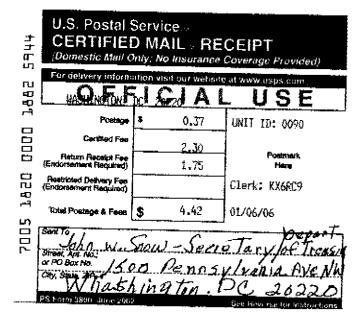
Copyright \* 1995 by Steven R. Heuberger

BKF/OT

SECR UNIFOR	ETARY OF STATE M COMM. COBE DIV.		
UCC FINANCING STATEMENT ASSETS FOLLOW INSTRUCTIONS (front and back) CAREFULLY A. NAME & PHONE OF CONTACT AT FILER [optional]  B. SEND ACKNOWLEDGMENT TO: (Name and Address)  VIOLET A. HOOGHKIRK ©.		UDU112/30/05:10 20.00 MU 30SIL 03:17	):70 <b>7</b> 0: 8792670 AS
SECURED PARTY C/o 772 BARNABY PLACE WHEELING, ILLINOIS  60090		ABOVE SPACE IS FOR FILING OFFICE US  15. This FINANCING STATEMEN  15 to be filed (for record) (or reco	IT AMENDMENT is
TERMINATION: Effectiveness of the Financing Statement ide     CONTINUATION: Effectiveness of the Financing Statement		REAL ESTATE RECORDS.  breel(s) of the Secured Perty authorizing this Termina	tion Statement.
AMENDMENT (PARTY INFORMATION): This Amendment is AMENDMENT (PARTY INFORMATION): This Amendment is Also check and of the following three boxes and provide appropriate is CHANGE name and/or address: Give current record name in the name (If came change) in item 7s or 7b and/or new address: (If is CURRENT RECORD INFORMATION:  6. CURRENT RECORD INFORMATION:	Macts Dabtor ox Secured Party of record.	Check only one of these two boxes.	g or 7b, and also 7d-7g (if supplicable).
OR #6. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDOLE NAME	SUFFIX
7. CHANGED (NEW) OR ADDED INFORMATION:  The ORGANIZATION'S NAME  CHELSE'A COVE CONDOMINIUM AS  75. INDIVIDUAL'S LAST NAME	SSOCIATION, INC.	MIDOLE NAME	SUFFIX
7c. MARLING AUDRESS 624 BRIDGEPORT	WHEELING	STATE POSTAL CODE 11. 60090	USA
	OT-FOR-PROFIT ILLINOIS	TION 79 ORGANIZATIONAL ID #, If any 52200326	NONE
8. AMENDMENT (COLLATERAL CHANGE): check only one by Obscribe colleters!   beleted or   paged, or give entire   entire	ANISH COLORNY CONTROL OF THE UNDERSIGNATED THE UNDERSIGNATED THROUGH A BILL OF EXCHANGE THE CALL OF EXCHANGE THE CONTROL OF THE CALL OF EXCHANGE THE CONTROL OF THE STATE IS A SECRETARY OF THE	D IN THE AMOUNT OF \$2,923.00 SECURED PARTY TO ASSIGNEE GE BONDED, IN ACCORDANCE W ONTRACTED CLAIM. ENALTY OF PERJURY, THAT TAVALID AND TRUE ASSIGNMEN NUMBER 9166858 FS, ON OCTOB . OF EXCHANGE IN THE AMOUN	CHELSEA ITH CFR 31 HIS UCC-3 T COPY OF ER 13, 2004 NT STATED
NAME OF SECURED PARTY OF RECORD AUTHORIZING adds collateral or adds the authorizing Debuy, or if this is a Termina Se. ORGANIZATION'S NAME		is an Assignment). If this is an Amendment authorized in name of DEBTOR authorizing this Amendment.	o by a Dablor which
OR SE. INDIVIDUAL'S LAST NAME HOOGHKIRK	FIRST NAME VIOLET	ALBERTA	SUFFIX
10 OPTIONAL FILER REPERENCE DAYA	Secured Party: //wolf	alberta Hoon	ikufe.
FILING OFFICE COPY — NATIONAL UCC FINANCING S	TATEMENT AMENDMENT (FORM UCC)	alberte Hoog idet alberta Hoog	hkik

Evidence "B-1b"

SUNDER COMPLETE THIS STOTION	C. JARL OF THIS JEE GON ON BELOW BY				
Complete Rems 1, 2, and 3. Also complete Rees 4 if Restricted Delivery is desired.  Print your name and address on the reverse so that we can return the card to you.  Attach this card to the back of the melipleos, or on the front if space permits.  1. Article Addressed to:  Mr. John W. Snow, Secretary Department of the Treasury 1500 Pennsylvania Ave, NW	A. Signature  X				
Washington, D.C. 20220	3. Septice Type  CT Septified Malf				
	4. Restricted Delivery? (Extra Fee)				
2. Article Nember 7005 1820	0000 1882 5944				
PS Foom 3811, February 2004 ( AAAA Domestic Re					



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# Document 1 Filed 12/12/2007

#### ACTUAL AND CONSTRUCTIVE NOTICE

Attn: David Cantwell - President - Chief Financial Officer CHELSEA COVE CONDOMINIUM ASSOCIATION, INC. 624 Bridgeport Wheeling, Illinois 60090

Violet A. Hooghkirk, Secured Party c/o 772 Barnaby Place Wheeling, Illinois [60090]

#### NON-NEGOTIABLE - ACCEPTANCE FOR VALUE

Re: Letter of Advice

Date: February 13, 2006

The Undersigned is the Secured Party authorized to speak for and respond on behalf of the recipient of the attached document. The attached Notice presents a claim that the claimant holds against the named recipient.

The following Notice and instruction is here by given to: David Cantwell - President - Chief Financial Officer, Co-Parties and Officers who submitted the attached public offering to VIOLET A. HOOGHKIRK a "new claim" coupon book for the 2006 association fees (See Attachment). The original presentments are "Accepted for Value" front and back and returned for adjustment, Settlement and Closure. The original "Accepted for Value" presentments have been submitted to John W. Snow, Trustee, for discharged under Public Policy with Exempt Exchange Item #1009, which he has acknowledge without dishonor in accordance with the Administrative Procedures Act at 5 USC 706.

In the matter described above, in accordance with Public Policy, USC Title IV, Sec. 401(Federal Reserve Act); Title XII; Title XXVIII, Sec. 1641; the Foreign Sovereign Immunity Act and in lieu of continued controversy, the Undersigned Secured Party "Holder in Due Course" of the Preferred Stock of the Corporation (United States-February 21, 1871; 16 Stat. I. 419): holds a prior, superior claim on the DEBTOR, Accepts for Value and Bonds this commercial presentment, in full accord with HJR-192 (June 5, 1933), Public Law 73-10, UCC 3-419, 1-104, 10-104, 9-406 and Article VII of the Bill of Rights. Further, the Secured Party is "Holder in Due Course" of the deficient account by his Acceptance, and retains first priority and by Acceptance of said "Claim" has eliminated any controversy in the matter. This property is Bonded, subject to a superior UCC claim, and assignment and is Exempt from Levy.

The Analysis and Control Division of the IRS has received from The Secretary of Treasury the required originals of the Bonded Registered Bill of Exchange and the claim stamped "Accepts for Value." You have now been served Notice that the original documents were received at the Department of the Treasury and the Undersigned has acknowledgement from the Secretary without dishonor. Therefore, in accordance with HELLENBECK vs. LEIMERT, 296 U.S. 116 your office is now authorized to ledger an equal credit and debit through the bank's Treasury Tax and Loan Account in the amount of the stamped claim and the amount stipulated on the Bonded Registered Bill of Exchange. Make copies of these documents for the Claimant's file and forward the documents with the monthly bank statement to the IRS. Also send a set of copies to the Secretary of Treasury. The bank is to credit the designated account and place a hold for fifteen (15) days on the funds. If there is no question or dishonor in that required time then the hold can be released and the transfer has been completed. Any fees charged by the bank for this service must be agreed to and accounted for at the time the transaction is made. Ignore or reject this adjustment then this is Notice and Demand that all Confidential information in this matter be presented to the authorized Treasury Data Integrity Board for determination as prescribed by law under Treasury Directive 25-06 and that a Comptroller of the Currency investigation be established under Title 5 USC 552(a)(d).

Uislet A. Horghfine. Violet A. Hooghkirk © – Secured Party – Creditor

Void where prohibited by Law

Cc: Kevin Brown - CSB/FTB SPH Office - 5000 Ellin Rd -- Lanham, Maryland 20706 Robert Cloonan - FTB - P.O. Box 245 - Bensalem, Pennsylvania 19020

Lisa Madigan - Attorney General

100 W. Randolph Street, 12th Floor - Chicago, Illinois 60601 Lisa Madigan - Attorney General - 500 S. Second St. - Springfield, Illinois 62706 William G. Holland Auditor General – 740 E. Ash St. -- Springfield, Illinois 62703 Steven R. Heuberger - Board of Managers - Chelsea Cove Condominium -

1035 Garfield Ave – Libertyville, Illinois 60048

Jeffrey Meyers – Secretary – Chelsea Cove Condominium –

775 Barnaby Place - Wheeling, Illinois 60090

Jory J. Carrick - President - Williamson Management, Inc. -

1051 Rowling Road - Rolling Meadows, Illinois 60008

Mathew T. O Connor - Secretary - Williamson Management, Inc.

222 N. LaSalle Street Suite 2500 - Chicago, Illinois 60601

Dorrine Sowoink - Accounting - Williamson Management, Inc.

215 William Street, Bensenville, Illinois 60106

CHELSEA COVE 215 WILLIAM STREET BENSENVILLE, IL 60106

# PAYMENT BOOK

VIOLET HOOGHKIRK 772 BARNABY PLACE WHEELING IL. 60090

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#### ORIGINAL

# SILVER SURETY BOND



Eugene "Gene" Moore Fee: \$30,50 Cook County Recorder of Deeds Date: 09/14/2004 02:38 PM Pg: 1 of 4

County of Cook State of Illinois

County of Cook

I, Violet A. Hooghkirk, do hereby enter myself security for costs in the cause, and acknowledge myself bound to pay or cause to be paid (effect payment) all costs which may accrue in such actions upon proof of claim and proof of loss to any party injured by any UNBONDED claim presented against VIOLET A. HOOGHKIRK. A. Hooghkirk underwrite with my private exemption, VIOLET A. HOOGHKIRK all such costs that may be proven.

Dated this 8 day of September 2004.

Actio non datur non damnificato

### JUSTIFICATION OF SURETY SUBROGATION

State of Illinois	)				
Personally appeared the aforesaid, surety on the that she is seized of h	bond of Violet	A. Hooghkirk,	being duly sv	vom, depose	s and says
liabilities, in property in unencumbered estate of this State and/or the Di	not exempt by la If the value in ex	aw from levy a cess of <u>( unli</u>	nd sale unde	r execution.	of a clear
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Notary Public, State of Illinois My Commission Expires 2/10/2008

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The FINANCING STATEMENT Is to be field for record (or recorded) in the REAL TO Check to RECOEST SEARCH REPORTIS) an Dector(s) ESTATE RECORDS. Albert Addonorm (if acologism) About Addonorm (if acologism) (if acologism) (if acologism) Piolit A. Hooghkirks

Evidence "B-1c" Secured Party: FILING OFFICE COPY — NATIONAL DCC FINANCING STATEMENT (FORM DCC1) (REV. 07/29/98)

Date: January 3, 2006

Mr. John W. Snow, Secretary Department of the Treasury 1500 Pennsylvania Ave. NW Washington, D.C. 20220

Certified Mail Article number: 7005/820 0000 (8827993)

#### BONDED REGISTERED BILL OF EXCHANGE IN ACCORD WITH HJR-192 NOT SUBJECT TO NEGOTIABILTY

RE: CHARGEBACK of PERSONAL UCC CONTRACT TRUST ACCRUAL.

Dear Mr. Snow, Secretary-in-charge:

Enclosed are documents (copies) from examination of the Undersigned's Commercial Agreements, which are listed on the enclosed (accounting), with Receipts and other evidence that have been accepted for value all related endorsements front and back to include those in accord with UCC 3-419.

The total amount of this BONDED REGISTERED BILL OF EXCHANGE enclosed is \$2,625.36

the same value, and charge the account for the fees necessary for securing and registration (for the priority exchange for the tax exemption to discharge the public liability) of the personal possessions, and command Memory of account # , to charge the same to the Debtor's Order or your Order.

Undersigned's tax estimate, is directed for use (priority) for the Republic (Article IV, Section IV of the original United States Constitution) in accord with HJR-192, (discharge of the public debt.)

Mr. John W. Snow, Secretary-in-charge and/ or your Deputy-in-charge, are to take the Undersigned's acceptance (BA), this Article Seven receipt, in exchange for the tax exemption priority. This BONDED REGISTERED BILL OF EXCHANGE, in accord with HJR-192, Public Law 73-10 is hereby presented for the receiver to the Federal Window, for settlement, (EFT), which must be within the three (3) day Truth-in-Lending time (Reg. Z).

With this POSTED transaction the CHARGEBACK charges documented by the enclosed forms, for use by the Republic, is complete. The Return Receipt Notice is accepted as acknowledgement from the Secretary of the Treasury without dishonor.

ATTACHED INVOICE NUMBER: 01560103061

Until then, I am

Very Truly,

Violet A. Hooghkirk, Secured Party

Employer identification Number

Enclosures c/o 772 Barnaby Place C – file

Wheeling, Illinois [60090]

Bond # E04967274

Pre-Paid – Preferred Stock Priority - Exempt from Levy CHELSEA COVE 215 WILLIAM STREET BENSENVILLE, IL 60106

VIOLET HOOGHKIRK 772 BARNABY PLACE WHEELING IL 50090

# PAYMENT BOOK

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- <del></del>	CHICAGO IL. 60594-6500	Should be sent to management. Thank you!
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¢218.78	Please make chacks payable to: CHELSEA COVE	Regular Assess. \$172.16 Water income + \$31.41
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DUE DATE Dec-1-2006 AMOUNT DUE \$218.78 Amount due total of:

COUPON MUST ACCOMPANY PAYMENT Reguler Assess: \$172.16 Water Income + \$31.41 Scavenger Assess: + \$15.21 PAY THE AMOUNT This couper must secompany your pays Correspondence should not be sent with payment to this address as all correspon should be sent to management. Thank y

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LSEA COVE

WILLIAMSON MANAGEMENT
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CHICAGO IL 60694-8600

TOJADOGGBAR772 ST SOCIAL COMMENTAL COMMEN Laccent for water all related cardotts anealis in accordance with res The charge like same to the Debtor, of Your Order. Employed Identification # 33 3 2 6 5 Posted Centified Account. Innove # C. Priority -- Exempt tram Levy ! O. CHARTS ELY Private UCC COMMAN

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UCC FINANCING STATEMENT AMENDMEN	566a	- DIF.		
FOLLOW INSTRUCTIONS (front and back) CARFELLLY		II 30		
A. NAME & PHONE OF CONTACT AT FILER [optional]				
B, SEND ACKNOWLEDGMENT TO: (Name and Address)	· · · · · · · · · · · · · · · · · · ·			
VIOLET A. HOOGHKIRK ©,		UCU101/18/08:07:6	360 <b>9</b> :	
SECURED PARTY		20.08 CkG1		
C/o 772 BARNABY PLACE		2021F 12:44 R(S	85354 AS	
WHEELING, ILLINOIS [60090]	į			
	THE ABOVE OR		•	
18. INITIAL FINANCING STATEMENT FILE # 9166858 FS	/ //RE ABOVE SP/	ACE IS FOR FILING OFFICE USE O	MENDMENT IS	
TERMINATION: Effectiveness of the Financing Statement identified above is	terminated with respect to security interestfal of the	to be filed (for record) (or records REAL ESTATE RECORDS		
<ol> <li>CONTINUATION: Effectiveness of the Financing Statement identified above continued for the additional period provided by applicable law.</li> </ol>	with respect to security interest(s) of the Secured	Party authorizing this Continuation State	imant is	
4. X ASSIGNMENT (full or partial): Give name of exagines in item 7s or 7s and ad				
5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debt.  Also check <u>one</u> of the following three boxes and provide appropriate information is itself.	OF DE Sectional Party of percent Chart			
CHANGE name and/or address. Give current record name in Item 6a or 5b; ereo in the change change in item 7a or 7b and/or new extress. (If address to addre	ms 6 and/or 7, plee new DELETE name; Give record name	ADU nema: Complete item 7s or item 7c; also complete items 7g-	r 7b, and also	
6. CURRENT RECORD INFORMATION:  [6a. ORGANIZATION'S NAME	to be deleted in hern by or 6b.	Llitem 7¢; also complete items 7¢-	7g (if applicable),	
OR 66 INDIVIDITAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
7. CHANGED (NEW) OR ADDED INFORMATION: 7a. ORGANIZATION'S NAME				
CHELSEA COVE CONDOMINIUM ASSOCIATI	ION. INC.			
OR 75. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
7c. MAILING ADDRESS	CΠY	STATE POSTAL CODE	COUNTRY	
624 BRIDGEPORT  7d. TAX ID #: SSN ON EIN   ADD'LINFO HE   76. TYPE OF ORGANIZATION	WHEELING	IL 60090	USA	
ORGANIZATION CORPORATION NOT-FOR-PROBIT	71. JUNISDICTION OF ORGANIZATION ILLINOIS	70. ORGANIZATIONAL 10 #, if any 52200326		
8. AMENDMENT (COLLATERAL CHANGE): check only the box.  Describe college at			NONE	
IN ACCORDANCE WITH LCC 4-04 ACCICEMENT IN THREE	tescription, or describe colleters:   E AMOUNT OF \$2,625,14 FROM THE UCC CONTI	BACT TRUST PAlien The Courton o	DE Tribe	
UNDERSIGNED SECURED PARTY TO ASSIGNEE, CHELSEA COVE CONDOMINIO AY PART 283 TO BE PRESENTED TO THE CLAIMANT TO DISCHARGE THE CONT CONTRACT? CHECK NO. 7891 WITH CHELSEA COVE CONDOMINIUM ASSOCIAT	The composition of the control of the second	CHANGE BONDED, IN ACCORDANCE IE ACKNOWLEDGED DECLARATION (	WITH CERMS	
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SULT ESSORS, AND IS THE LAST AGREEMENT - ENDORSEMENT ACKNOWLEDG	ES FULL DISCHARGE OF THIS CLAIM."	I IS DINGING ON ALL PARTIES AND T	THEIR	
I, VIOLET A. HOOGHKIRK E. SECURED PARTY, DECLARE UNDER FENALTY OF STATE IS A VALID AND TRUE ASSIGNMENT COPY OF THE ORIGINAL DEC FINA TO BE USED TO RELEASE COLLATERAL FOR THE ATTACHED BILL OF EXCHAN	PERJURY, THAT THIS UCC-3 AMENDMENT FIL: NOING STATEMENT IDENTIFIED BY DISCUMEN	ED WITH THE ILLINOIS, SECRETARY	OF TOE	
	AND AND OF THE PARTY AND THE PA	IDING THE DISCHARGE OF THE CLAI	IM.	
<ol> <li>NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENI adds collaboral or adds the authorizing Debtor, or if this is a Termination authorized by:</li> </ol>	DMENT (name of sessions), if this is an Assignment)	. If this is an Amendment authorized by a	Debtor which	
98 ORGANIZATION'S NAME	and enter name of DEB 10	OR authorizing this Amendment.		
OR 96. INDIVIDUAL'S LAST NAME	FIRST NAME 1			
HOOGHKIRK	VIOLET	ALBERTA	\$UFFIX	
10,0PTIONAL PILER REFERENCE DATA Secured	Party: // / 1/ 1/02 -	t H	Q.	
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